

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
JULY 19, 2022**

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT AGENDA
TUESDAY, JULY 19, 2022 AT 11:00 A.M.
SPRINGHILL SUITES BY MARRIOTT TAMPA SUNCOAST PARKWAY
LOCATED AT 16615 CROSSPOINTE RUN, LAND O' LAKES, FL 34638**

District Board of Supervisors	Chair Vice-Chair Supervisor Supervisor Supervisor	Jeffery Hills Nicholas Dister Kelly Evans Ryan Motko Thomas Spence
District Manager	Meritus	Brian Lamb
District Attorney	Straley Robin Vericker	John Vericker
District Engineer	Stantec, Inc	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **11:00 a.m.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

July 19, 2022
Board of Supervisors
Two Rivers North Community Development District

Dear Board Members:

The Regular Meeting of the Two Rivers North Community Development District will be held on **July 19, 2022 at 11:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

REGULAR MEETING OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. VENDOR AND STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 4. BUSINESS ITEMS**
 - A. Consideration of Assignment and Assumption of the General Development Contract Agreement For Two Rivers A1 and A2 Pond Excavation.....Tab 01
 - B. Consideration of Assignment and Assumption of the General Development Contract Agreement For Two Rivers SR56 Improvements.....Tab 02
 - C. Consideration of District Engineering Consulting Services.....Tab 03
 - D. General Matters of the District
- 5. CONSENT AGENDA ITEMS**
 - A. Consideration of Regular Board of Supervisors Meeting June 21, 2022.....Tab 04
 - B. Consideration of Operations and Maintenance Expenditures June 2022.....Tab 05
 - C. Review of Financial Statements for Month Ending June 30, 2022.....Tab 06
- 6. BOARD MEMBERS COMMENTS**
- 7. PUBLIC COMMENTS**
- 8. ADJOURNMENT**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



Assignment and Assumption of the General Development Contract Agreement For Two Rivers A1 and A2 Pond Excavation

This Assignment and Assumption of the GENERAL DEVELOPMENT CONTRACT AGREEMENT FOR TWO RIVERS A1 & A2 POND EXCAVATION (the “**Assignment**”) is made effective as of July 19, 2022, by and between EPG TWO RIVERS NORTH, LLC (the “**Landowner**” or “**Developer**”), RIPA AND ASSOCIATES, LLC, (“**Contractor**”), and the TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT (the “**District**”).

Background Information

The Developer has entered into that certain agreement, which is attached hereto as **Exhibit “A”** (together with all any amendments and change orders the “**Agreement**”), with the Contractor for the construction of public infrastructure and site development work. The Agreement is hereby incorporated herein by reference. The District desires to acquire the Agreement from the Developer, and the Developer and Contractor have agreed to an assignment of all of the Developer’s rights and obligations under the Agreement to the District, subject to the terms and conditions set forth herein.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background Information and Exhibits.** The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
2. **Definitions.** Capitalized terms in this Assignment which are not otherwise defined herein shall have the meaning defined in the Agreement.
3. **Assignment of the Agreement.** Developer hereby assigns all of Developer’s right, title, interest and obligations in, to and under the Agreement to the District, subject to the terms and conditions set forth herein.
4. **Assumption of the Agreement.** The District hereby accepts this Assignment of the Agreement, and hereby assumes all of the Developer’s obligations thereunder, subject to the terms and conditions set forth herein.
5. **Funding and Completion of Public Improvements.** In May 2022, the District issued its Special Assessment Bonds, Series 2022 (the “**Series 2022 Bonds**”), to generate construction funds (the “**Bond Proceeds**”) for payment of a portion of the public improvements described in the Agreement. Subject to the payment provisions for this Assignment and the terms of the Master Indenture, as supplemented, for the Series 2022 Bonds, the District shall utilize the Bond Proceeds to make all payments due on the Agreement until the Bond Proceeds available for such purposes are exhausted. To the extent the Bond Proceeds are unavailable or insufficient to pay for all of the improvements set forth in the Agreement, the Developer shall pay to the District any amounts necessary to fund the shortfall (“**Shortfall**”) between the available Bond Proceeds and the total amount owed under the Agreement.

6. **Retainage Amount Modification.** To conform to the requirements of Florida law, the Agreement is amended as follows:

Contractor shall submit applications for payment to the District on a monthly basis. Based upon the applications for payment submitted to the District by the Contractor each month and certificates for payment issued by the District Engineer, the District shall make progress payments on account of the total compensation to the Contractor as provided in this Agreement for the period ending the 25th day of each month. The District shall, not later than 45 days following the receipt of proper applications and certificates for payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the application for payment, less retainage of 5% and less the aggregate of previous payments made by the District, in accordance with Section 255.078, Florida Statutes.

7. **Contractor's Ability to Lien Developer's Property.** Pursuant to the Agreement, the Contractor has obtained and delivered to Developer certain payment and performance bonds for the work. Contractor and/or Developer hereby transfer and assign their respective interests in the payment and performance bonds to the District, and by assignment thereof, declare that the District shall be and is hereby made the beneficiary of such bonds. The Developer hereby consents to and acknowledges that to the extent the District does not have sufficient proceeds on hand for any payment due Contractor, and the Developer fails to timely provide the requisite funding to the District or to directly pay the Contractor for any shortfall, the Contractor shall have the right to a statutory and equitable claim of lien against the abutting private property in the District benefitting from the Contractor's work. Developer represents that copies of all Notices to Owner and recorded liens received, if any, together with all unpaid monthly statements from Contractor to Developer have been delivered to the District as of the date of this Assignment; that there are no unpaid amounts owed to Contractor that have not been disclosed to the District. The Developer knowingly waives any defense that the work performed by Contractor did not benefit the abutting private property. It shall not be a defense that any claim of lien against Developer's abutting private property is overstated or fraudulent under section 713.31, Florida Statutes.

8. **Temporary Construction Easement and License.** Developer hereby grants the District and Contractor a temporary non-exclusive easement and license to enter upon Developer's property and perform the work set forth in the Agreement and in the Plans and Specifications, wherever such work is necessary or required. This temporary easement and license shall automatically terminate upon completion of the infrastructure improvements subject to the Agreement.

9. **Sales Tax Exemption:** The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "**Sales Tax**"). Accordingly, to minimize costs to the District, the Contractor agrees to cooperate with the District and to allow the District to purchase materials directly in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District, and the contract sum shall be reduced by cost of the

materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.

10. **Public Records:** As required under Section 119.0701, Florida Statutes, the Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and 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, (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 the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, if any. 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 THE AGREEMENT OR THIS ASSIGNMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT INFRAMARK, 813-873-7300, OR BY EMAIL AT BRIAN.LAMB@INFRAMARK.COM, OR BY REGULAR MAIL AT DISTRICT MANAGER, 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

11. **Insurance.** The Contractor shall deliver to the District proof of insurance required by the Agreement and name the District as an "Additional Insured" under such policy.
12. **Indemnification.** Contractor hereby affirms the indemnification provisions of the Agreement shall run to the District, as if the District were originally named as the indemnitee in that section, including the limitation provisions expressly stated therein. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law; that any subcontractor retained by the Contractor shall acknowledge the same in writing.
13. **Notice.** Where notice is required to be provided under the Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party and shall be deemed received upon actual receipt by mail or facsimile, whichever is first. The addresses for notice to the Developer and Contractor are set forth in the Agreement. The District's mailing address is listed below:

To the District: Two Rivers North Community Development District
Attn: District Manager
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Brian.lamb@inframark.com

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33634
Attn: District Counsel
jvericker@srvlegal.com

14. E-Verify.

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 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.

C. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

15. 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 Service 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 Owner whereupon this Service Agreement may be terminated by the Owner.

16. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Service 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 Owner whereupon this Service Agreement may be terminated by the Owner.

17. Counterparts. This Assignment 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.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

Contractor

Developer

Name: _____
Title: _____

Name: _____
Title: _____

**Two Rivers North
Community Development District**

Name: _____
Chair of the Board of Supervisors

Assignment and Assumption of the General Development Contract Agreement For Two Rivers SR56 Improvements

This Assignment and Assumption of the GENERAL DEVELOPMENT CONTRACT AGREEMENT FOR TWO RIVERS SR56 IMPROVEMENTS (the “**Assignment**”) is made effective as of July 19, 2022, by and between EPG TWO RIVERS NORTH, LLC (the “**Landowner**” or “**Developer**”), RIPA AND ASSOCIATES, LLC, (“**Contractor**”), and the TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT (the “**District**”).

Background Information

The Developer has entered into that certain agreement, which is attached hereto as **Exhibit “A”** (together with all any amendments and change orders the “**Agreement**”), with the Contractor for the construction of public infrastructure and site development work. The Agreement is hereby incorporated herein by reference. The District desires to acquire the Agreement from the Developer, and the Developer and Contractor have agreed to an assignment of all of the Developer’s rights and obligations under the Agreement to the District, subject to the terms and conditions set forth herein.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background Information and Exhibits.** The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
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4. **Assumption of the Agreement.** The District hereby accepts this Assignment of the Agreement, and hereby assumes all of the Developer’s obligations thereunder, subject to the terms and conditions set forth herein.
5. **Funding and Completion of Public Improvements.** In May 2022, the District issued its Special Assessment Bonds, Series 2022 (the “**Series 2022 Bonds**”), to generate construction funds (the “**Bond Proceeds**”) for payment of a portion of the public improvements described in the Agreement. Subject to the payment provisions for this Assignment and the terms of the Master Indenture, as supplemented, for the Series 2022 Bonds, the District shall utilize the Bond Proceeds to make all payments due on the Agreement until the Bond Proceeds available for such purposes are exhausted. To the extent the Bond Proceeds are unavailable or insufficient to pay for all of the improvements set forth in the Agreement, the Developer shall pay to the District any amounts necessary to fund the shortfall (“**Shortfall**”) between the available Bond Proceeds and the total amount owed under the Agreement.

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materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.

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To the District: Two Rivers North Community Development District
Attn: District Manager
c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Brian.lamb@inframark.com

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33634
Attn: District Counsel
jvericker@srvlegal.com

14. E-Verify.

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 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.

C. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

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Contractor represents that in entering into this Service 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 Owner whereupon this Service Agreement may be terminated by the Owner.

16. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Service 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 Owner whereupon this Service Agreement may be terminated by the Owner.

17. Counterparts. This Assignment 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.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

Contractor

Developer

Name: _____
Title: _____

Name: _____
Title: _____

**Two Rivers North
Community Development District**

Name: _____
Chair of the Board of Supervisors



May 10, 2022

Two Rivers North CDD
c/o Meritus Districts
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
ENGINEERING CONSULTING SERVICES
PROJECT NUMBER: 215616738**

To Whom It May Concern:

Attached please find our Professional Services Agreement associated with the subject project. If deemed acceptable to you, please sign the form on page 3 where required and return to our office at your earliest convenience. We will then send a fully executed copy to you for your records.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Stantec Consulting Services Inc.

Tonja L. Stewart, PE
Senior Project Manager
Civil Engineering
Ph: (813) 223-9500
Fax: (813) 223-0009
tonja.stewart@stantec.com

Att.: As noted

May 10, 2022

TO: Two Rivers North CDD
c/o Meritus Districts
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

**RE: PROFESSIONAL SERVICES PROPOSAL
TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
ENGINEERING CONSULTING SERVICES
PROJECT NUMBER: 215616738**

OVERVIEW

1. The Two Rivers North Community Development District (CDD) (“Client”) has requested that Stantec Consulting Services Inc. (“Consultant”) provide a proposal for professional engineering services, as needed by the CDD Board of Supervisors and/or District Manager for any future CDD related construction, and/or CDD operation and maintenance engineering needs.
2. Consultant will attend CDD Board of Supervisor’s meetings, as required and/or requested by the Board of Supervisors and/or District Manager.
3. Consultant will perform future required Southwest Florida Water Management inspections and report maintenance need to the District Manager.

SCOPE OF SERVICES

2022 Engineering Consulting Services

Prepare for and attend Board of Supervisors’ meetings, as needed and requested by District Manager. Consultant will perform professional services, including, but not limited to, engineering, surveying, and landscape architecture, to support the management and operation of the CDD. The services will be performed upon request of District Manager and will be billed hourly. The future Southwest Florida Water Management District (“SWFWMD) periodic field inspections and reporting will also be performed under these services.

FEES

The compensation to be paid to Stantec Consulting Services for providing the services described in the Scope of Services shall be as follows:



Task	Description	Fee Type (See Note)	Fee Amount
2022	Engineering Consulting Services	Annual O&M	\$ 9,500
Total			\$ 9,500

NOTE:

Annual O&M = Annual Operation and Maintenance. To be based on annual operation and maintenance budgets, but not limited when services are provided upon request.

GENERAL CONDITIONS AND UNDERSTANDINGS

The Ongoing Engineering Consulting Services for subsequent years (i.e. FY 2023/2024 and beyond) shall be considered authorized and approved under this Authorization, in an amount equal to the annual budget for Engineering Services, upon adoption of the annual budget by the Board of Supervisors.

The attached "Professional Services Terms and Conditions" shall govern the agreement.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

E-Verification

Pursuant to Section 448.095(2), Florida Statutes (the "Statute"),

- a. Consultant represents that Consultant is eligible to contract with the District, and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but 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, 2022.
- b. If the District has a good faith belief that the Consultant has knowingly violated the Statute, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its



obligations thereunder, the District shall promptly notify the Consultant and the Consultant will immediately terminate its contract with the subcontractor.

- c. If this Agreement is terminated in accordance with such requirements, then the Consultant will be liable for any additional costs incurred by the District.

Tonja L. Stewart, P.E.
Senior Project Manager

May 10, 2022

Date

Two Rivers North Community Development District, Title

Date

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



SCHEDULE OF FEES

Effective January 1, 2022

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 105.00
Level 4	\$ 116.00
Level 5	\$ 132.00
Level 6	\$ 136.00
Level 7	\$ 144.00
Level 8	\$ 154.00
Level 9	\$ 159.00
Level 10	\$ 164.00
Level 11	\$ 179.00
Level 12	\$ 188.00
Level 13	\$ 198.00
Level 14	\$ 208.00
Level 15	\$ 220.00
Level 16	\$ 243.00
Level 17	\$ 251.00
Level 18	\$ 256.00
Level 19	\$ 266.00
Level 20	\$ 276.00
Level 21	\$ 293.00
1 Person Field Crew	\$ 100.00
2 Person Field Crew	\$ 145.00
3 Person Field Crew	\$ 165.00
4 Person Field Crew	\$ 185.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

June 21, 2022 Minutes of the Regular Meeting

Minutes of the Regular Meeting

The Regular Meetings of the Board of Supervisors for the Two Rivers North Community Development District was held on **Tuesday, June 21, 2022 at 11:00 a.m.** at Springhill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run , Land O’Lakes, FL 34638.

1. CALL TO ORDER

Brian Lamb called the Regular Meetings of the Board of Supervisors of the Two Rivers North Community Development District to order on **Tuesday, June 21, 2022, at 11:00 a.m.**

Board Members Present and Constituting a Quorum:

Kelly Evans	Supervisor
Ryan Motko	Supervisor
Thomas Spence	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Inframark
Dana Collier	District Counsel, Straley Robin Vericker

There were no members of the general public in attendance.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. VENDOR AND STAFF REPORTS

- A. District Counsel**
- B. District Engineer**
- C. District Manager**

There were no staff reports at this time.

4. BUSINESS ITEMS

- A. Consideration of Resolution 2022-36; Supplemental Assessment Final Terms of 2022 Bonds**

The Board reviewed and discussed the resolution regarding the final terms of the bonds.

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MOTION TO:	Approve the Resolution 2022-36.
MADE BY:	Supervisor Spence
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

B. General Matters of the District

There were no general matters of the District at this time.

5. CONSENT AGENDA ITEMS

- A. Consideration of Regular Board of Supervisors Meeting May 17, 2022**
- B. Consideration of Operations and Maintenance Expenditures April 2022**
- C. Consideration of Operations and Maintenance Expenditures May 2022**
- D. Review of Financial Statements for Month Ending May 31, 2022**

The Board reviewed the agenda items.

MOTION TO:	Approve Consent Agenda Items.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

6. SUPERVISOR REQUESTS AND COMMENTS

There were no supervisor requests or comments.

7. AUDIENCE COMMENTS

There were no audience comments.

8. ADJOURNMENT

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MOTION TO:	Adjourn.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

DRAFT

103 *Please note the entire meeting is available on disc.

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105 *These minutes were done in summary format.

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107 *Each person who decides to appeal any decision made by the Board with respect to any matter
108 considered at the meeting is advised that person may need to ensure that a verbatim record of the
109 proceedings is made, including the testimony and evidence upon which such appeal is to be based.

110

111 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
112 **noticed meeting held on _____.**

113

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116 _____
Signature

116 _____
Signature

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119 _____
Printed Name

119 _____
Printed Name

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121 **Title:**

121 **Title:**

122 **Secretary**

122 **Chairman**

123 **Assistant Secretary**

123 **Vice Chairman**

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Recorded by Records Administrator

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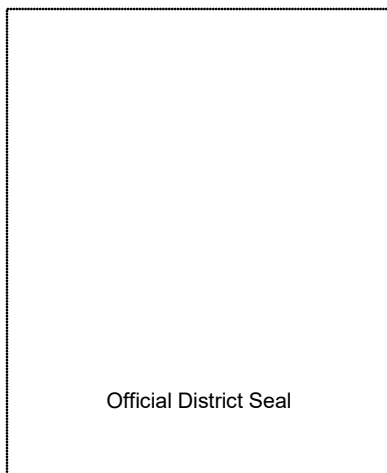
Signature

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Date



**Two Rivers North CDD Community Development District
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Inframark	78002	\$ 3,144.36		District Management Services - May 2022
Monthly Contract Sub-Total		\$ 3,144.36		
Variable Contract				
Supervisor: Kelly Evans	KE 062122	\$ 200.00		Supervisor Fee - 06/21/2022
Supervisor: Ryan Motko	RM 062122	200.00		Supervisor Fee - 06/21/2022
Supervisor: Thomas Spence	TS 062122	200.00		Supervisor Fee - 06/21/2022
Variable Contract Sub-Total		\$ 600.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Straley Robin Vericker	21536	\$ 574.43		Professional Services thru 05/15/2022
Regular Services Sub-Total		\$ 574.43		
Additional Services				
Mike Fasano Tax Collector	MF052722	\$ 700.00		Fees for the Collection of a Non-Ad Valorem Assessment (TRN CDD)- 5/27/22
Additional Services Sub-Total		\$ 700.00		
TOTAL:		\$ 5,018.79		

Approved (with any necessary revisions noted):

Two Rivers North CDD Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
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Signature

Printed Name

Title (check one):

Chairman Vice Chairman Assistant Secretary

Meritus Districts

A Division of Inframark, LLC

INVOICE

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

INVOICE#
#78002

DATE
5/26/2022

BILL TO

Two Rivers North CDD
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

CUSTOMER ID
C2410

NET TERMS
Net 30

PO#

DUE DATE
6/25/2022

Services provided for the Month of: **May 2022**

DESCRIPTION	QTY	UOM	RATE	AMOUNT
Copies - B/W Copies- May	9	Ea	1.38	12.42
Website Maintenance - Website Maintenance	1	Ea	83.33	83.33
Recording Svcs - Recording Secretary	1	Ea	166.67	166.67
Recording Svcs - Administrative Services	1	Ea	312.50	312.50
Accounting Services - Accounting Services	1	Ea	833.33	833.33
District Management Services - District Management	1	Ea	1,736.11	1,736.11
Subtotal				3,144.36

Subtotal	\$3,144.36
Tax	\$0.00
Total Due	\$3,144.36

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

Please include CUSTOMER ID and the invoice number on the check stub of your payment.
Phone: 813-397-5122 | Fax: 813-873-7070

TWO RIVERS NORTH CDD

MEETING DATE: June 21, 2022

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister		Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Motko	✓	Accept	\$200
Kelly Evans	✓	Accept	\$200
Jeffrey S. Hills		Accept	\$200

 DMS Staff Signature Brian Lamb

KE 062122

TWO RIVERS NORTH CDD

MEETING DATE: June 21, 2022

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister		Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Motko	✓	Accept	\$200
Kelly Evans	✓	Accept	\$200
Jeffrey S. Hills		Accept	\$200

 DMS Staff Signature Brian Lamb

Rm 062122

TWO RIVERS NORTH CDD

MEETING DATE: June 21, 2022

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister		Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Motko	✓	Accept	\$200
Kelly Evans	✓	Accept	\$200
Jeffrey S. Hills		Accept	\$200

DMS Staff Signature Brian Lamb
IMS

TS062122

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400 * Facsimile (813) 223-5043

Federal Tax Id. - 20-1778458

Two Rivers North Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

May 24, 2022

Client: 001561

Matter: 000001

Invoice #: 21536

Page: 1

Handwritten:
1511
3107
5140

RE: General

For Professional Services Rendered Through May 15, 2022

SERVICES

Date	Person	Description of Services	Hours	Amount
4/18/2022	MS	FINALIZE AND PROCESS RESOLUTION APPROVING 2022/2023 BUDGET AND SETTING PUBLIC HEARING TO DISTRICT MANAGER.	0.1	\$16.50
4/27/2022	JMV	REVIEW DOCUMENTS.	1.4	\$497.00
Total Professional Services			1.5	\$513.50

DISBURSEMENTS

Date	Description of Disbursements	Amount
5/2/2022	FEDEX- Federal Express- FedEx Services	\$25.73
5/4/2022	FEDEX- Federal Express- FedEx Services	\$22.45
5/15/2022	Photocopies	\$12.75
Total Disbursements		\$60.93

May 24, 2022

Client: 001561

Matter: 000001

Invoice #: 21536

Page: 2

Total Services	\$513.50	
Total Disbursements	\$60.93	
Total Current Charges		\$574.43
Previous Balance		\$2,679.90
PAY THIS AMOUNT		\$3,254.33

Please Include Invoice Number on all Correspondence



MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

POST OFFICE BOX 276 • DADE CITY, FLORIDA 33526-0276

May 27, 2022

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

Re: **Two Rivers North** and West Community Development Districts
Resolution #2022-13, Cobblestone and Hilltop CDD's Resolution 2022-14

Dear Ms. Wolfe:

This will acknowledge receipt of the District's above referenced Resolutions.

Chapter 197.3632(2) F.S. provides that a written agreement be executed by the Tax Collector and local governing board as a prerequisite to the collection of a non-ad valorem assessment. Our policy requires payment of a non-refundable administrative fee in the amount of \$700.00 each with the submission of the contracts.

Attached are original contracts. Please execute two of each and return all to me together with your check in the amount of \$700.00 each. I will execute and return an original to you. We must receive the contracts and payment no later than July 1, 2022 in order to collect the assessments on the 2022 tax roll.

Thank you for your cooperation.

Best wishes

Mike Fasano
Tax Collector

MF/jlo
Enclosure

cc: Tim Couet, Deputy Tax Collector
Abby Noyes, Director of Finance
Jody Grove, Director of IT
Michele Musser, Tax Manager

51300/4903
MF 052722

FOR YOUR CONVENIENCE:

EAST PASCO GOVERNMENT CENTER
DADE CITY
TELEPHONE 852.521.4360

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY
TELEPHONE 727.847.8165

TAX COLLECTOR BUILDING
GULF HARBORS
TELEPHONE 727.847.8165

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES
TELEPHONE 813.235.6020

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL
TELEPHONE 813.235.6020

**INTERLOCAL AGREEMENT BETWEEN
TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
AND THE PASCO COUNTY TAX COLLECTOR
REGARDING NON-AD VALOREM AND/OR SPECIAL ASSESSMENTS**

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into in duplicate this ____ day of _____, 2022, by and between **TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a political subdivision of the State of Florida (hereinafter the "District"), whose address is 2654 Cypress Ridge Blvd. Suite 101, Wesley Chapel, FL 33544 and the **PASCO COUNTY TAX COLLECTOR**, a constitutional officer of the state of Florida (hereinafter the "Tax Collector"), whose address is 14236 6th Street, Dade City, Florida 33523.

WITNESSETH:

WHEREAS, the District is authorized to impose special assessments for non ad valorem assessments and by Resolution Number 2022-13 adopted the 17th day of December, 2021, has expressed its intent to use the uniform method of notice, levy, collection and enforcement of assessments (hereinafter referred to as the "Uniform Collection Method"), as authorized by Section 197.3632 and Section 190.011(14), Florida Statutes for the notice, levy, collection and enforcement of the annual District assessments; and

WHEREAS, the Uniform Collection Method, with its enforcement provisions, including the sale of tax certificates and issuance of tax deeds in the event of enforcing against any delinquencies, is believed to be a fairer methodology to collect non ad valorem assessments from a delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the Uniform Collection Method is believed to be a more efficient manner of collection due to the fact that the assessment will be placed on the tax notice issued by the Tax Collector, thereby hopefully producing positive economic benefits to the District; and

WHEREAS, the Uniform Collection Method is believed to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632(2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing the Uniform Collection Method; and

WHEREAS, Section 197.3632(7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge the District's non ad valorem assessments roll with the ad valorem tax roll to produce the annual tax notice; and

WHEREAS, Section 197.3632(8)(c), Florida Statutes, provides that the District shall compensate the Tax Collector pursuant to the provisions of Section 192.091(2)(b)(2), Florida Statutes, or the Tax Collector at its option shall be compensated for collecting its non ad valorem assessments based on the actual costs of collection, whichever is greater.

NOW, THEREFORE, for and in consideration of the foregoing as well as the mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect, and enforce the collection of, those certain non ad valorem assessments levied by the District; and to include compensation by the District to the Tax Collector, pursuant to Section 197.3632(8)(c), Florida Statutes, for any costs involved in separate mailings because of non merger of any non ad valorem assessment roll as certified by the District, pursuant to Section 197.3632(7), Florida Statutes; and to address the reimbursement of the necessary administrative costs, including but not limited to, those costs associated with personnel, forms, supplies, data

processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the Uniform Collection Method, as provided in Section 197.3632(2), Florida Statutes.

Article II

Term

The Term of this Agreement shall commence on the date that this Agreement is executed by both parties hereto and shall continue through and end on December 31, 2022. Thereafter, this Agreement shall automatically be renewed for successive periods, not to exceed one (1) year each, unless the parties hereto, prior to December 31st of any year, have negotiated and executed a subsequent written agreement providing for the continuation of such collection by the Tax Collector, under such terms and conditions as may then be imposed by said subsequent agreement. Notwithstanding the foregoing, the District shall inform the Tax Collector, as well as the Pasco County Property Appraiser and the Florida Department of Revenue, by January 10th, in any calendar year if the District intends to discontinue using, in the following calendar year, the Uniform Collection Method of collecting the non ad valorem assessments referred to in this Agreement.

ARTICLE III

Compliance With Laws And Regulations

The parties hereto shall abide by all statutes, rules and regulations pertaining to the levy and collection of non ad valorem assessments, and any ordinances promulgated by District not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section

197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to these statutes by the Department of Revenue.

ARTICLE IV

Duties and Responsibilities of the District

The District agrees, covenants and contracts to:

- (a) Be solely responsible for imposing and levying valid non ad valorem assessments.
- (b) Indemnify and hold Tax Collector harmless from any and all claims, liability, loss damage, expense, suits, judgments, counsel fees and/or costs relating to any imposition or levy by the District hereunder.
- (c) Compensate the Tax Collector pursuant to Section 197.3632(8)(c), Florida Statutes, as opted by the Tax Collector on an annual basis during the term of this Agreement.
- (d) Reimburse Tax Collector for necessary costs for the collection and enforcement of the applicable non ad valorem assessments by the Tax Collector under the new uniform law, pursuant to Section 197.3632(2), Florida Statutes, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
- (e) Pay for or, alternatively, to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non ad valorem assessment roll certified by the District pursuant to Section 197.3632(7), Florida Statutes:
- (f) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the new Uniform Collection Method pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of

Revenue thereunder.

(g) By July 7, of each calendar year, the Chairperson of the governing board of District, or his/her designee, shall officially certify to the Property Appraiser the preliminary non ad valorem assessment roll for publication on the Notice of Proposed Property Taxes (also known as the TRIM Notice). The preliminary non ad valorem assessment roll must be submitted on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. Accompanying the preliminary non ad valorem assessment roll shall be public hearing information for inclusion on the Notice of Proposed Property Taxes. The District shall post the non ad valorem assessment for each parcel on the said non ad valorem assessment roll and shall exercise its responsibility that such non ad valorem assessment roll be free of errors and omissions. The District shall inform Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of any year, if it intends to discontinue using the Uniform Collection Method in the following calendar year.

(h) By September 15th of each calendar year, the Chairperson of the governing board of District, or his/her designee, shall officially certify to the Property Appraiser the final non ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The District shall post the non ad valorem assessment for each parcel on the said non ad valorem assessment roll and shall exercise its responsibility that such non ad valorem assessment roll be free of errors and omissions. The District shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of any year, if it intends to discontinue using the Uniform Collection

Method in the following calendar year.

(i) The District agrees to cooperate with the Tax Collector to implement the Uniform Collection Method pursuant to, and consistent with, all the provisions of Section 197.3632 and 197.3635, Florida Statutes, or its successor statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

(j) The District agrees that, as to any cost, fee or expense to be paid or reimbursed to Tax Collector hereunder, Tax Collector may, at its option, deduct the same from any disbursement to the District.

ARTICLE V

Duties of the Tax Collector

(a) The Tax Collector shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non ad valorem assessments for the District pursuant to Section 197.3632 and 197.3635, Florida Statutes and their successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions, adopted by the District, so long as said ordinances and resolutions shall clearly state the District's intent to use the Uniform Collection Method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Section 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

(b) Tax Collector shall collect the non ad valorem assessments of District as certified no later than September 15, of each calendar year on compatible electronic medium, tied to the property identification number of each parcel, and in the format used by the Property Appraiser for

the ad valorem rolls submitted to the Department of Revenue and if free of errors or omissions.

(c) The Tax Collector agrees to cooperate with the District in the implementation of the Uniform Collection Method for collection and enforcing non ad valorem assessments pursuant to Section 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any such non ad valorem assessment roll that is not officially certified by the District by September 15th of each calendar year on compatible electronic medium tied to the property identification number and in the format used by the Property Appraiser on the ad valorem roll submitted to the Department of Revenue.

(d) If the Tax Collector discovers errors or omissions on such roll, he may request the District to file a corrected roll or a correction of the amount of any assessment and the District shall bear the costs of any such error or omission.

(e) If Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non ad valorem assessment or shall direct the District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of the delay in multiple notices. If such a separate mailing is effected, the District shall bear all costs associated with the separate mailing for the non ad valorem assessment that could not be merged, upon timely billing by the Tax Collector.

ARTICLE VI

Miscellaneous

(a) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (i) actually received or (ii) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery, courier service, overnight courier, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

To the Tax Collector: Pasco County Tax Collector
Attn: Mike Fasano, or his successor
P.O. Box 276
Dade City, Florida 33526-0276

with a copy to: Pasco County Property Appraiser
Attn: Mike Wells, Jr., or his successor
P.O. Box 401
Dade City, Florida 33526-0401

To the District: Inframark
Attn: Brian Lamb
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

with copy to: Inframark
Attn: Alex Wolfe
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

(b) This Agreement may not be assigned by either party without the prior written consent from the non-assigning party.

(c) Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this

Agreement.

(d) Time is of the essence of this Agreement and of each provision hereof.

(e) In the event of litigation to enforce any part of this Agreement, the prevailing party shall be entitled to recover from the other party or parties a reasonable attorneys' fee (both at the trial and appellate levels) and costs.

(f) The paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants.

(g) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The designated venue for any action or lawsuit pertaining to this Agreement shall be the state courts located in Pasco County, Florida.

(h) The parties hereto agree that they have had the opportunity to consult with their respective counsels in this matter and hereby acknowledge that both have sought and received the advice of their respective counsels in connection with the meaning and import of each provision of this Agreement. As a result, both parties hereby enter into this Agreement with full understanding of the terms and conditions contained herein.

(i) This Agreement may not be amended, modified or revised unless in a written addendum signed by the authorized representatives of both parties. Any other attempt at amending, modifying or revising this Agreement shall be null, void and of no force or effect.

(j) The parties hereto represent and warrant to the other that (a) they are duly organized, qualified and existing entities under the laws of the state of Florida, and (b) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

(k) If any clause or provision of this Agreement is found to be illegal, invalid, or

unenforceable under present or future laws effective during the Term or any renewal period of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

(l) This Agreement constitutes the sole and entire understanding between the parties hereto and supersedes all prior representations, agreements and understandings between the parties related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate for the uses and purposes expressed herein on the day and year first above written.

WITNESS:

Brittany Antonfield
Brittany Antonfield

**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:
By: Jeffery S. Hills
CHAIRPERSON

6/20/2022
Date

"TAX COLLECTOR"

PASCO COUNTY TAX COLLECTOR,
a constitutional officer of the state of Florida

WITNESS:

By: MIKE FASANO, TAX COLLECTOR

Date

Two Rivers North Community Development District

Financial Statements
(Unaudited)

Period Ending
June 30, 2022



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

Two Rivers North CDD

Balance Sheet

As of 6/30/2022

(In Whole Numbers)

	General Fund	Total
Assets		
Cash - Operating Account	165	165
Revenue Account - Series 2022 (2000)	0	0
Principal and Interest Account Series 2022 (2001)	0	0
Revenue Account - Series 2022 (2002)	0	0
Prepayment Subaccount Series 2022 (2003)	0	0
Acq. & Cons-Amenity Project Subacct Series 2022 (2004)	0	0
Acq. & Cons-Offsite Project Subacct Series 2022 (2005)	0	0
Acquisition & Construction Acct Series 2022 (2006)	0	0
Costs of Issurance Account Series 2022 (2007)	0	0
Note Redemption Account - Series 2022 (2008)	0	0
Revenue Account - Series 2022 (8000)	0	5,829
Revenue Account - Series 2022 (8004)	0	608,939
Acq & Const General Subaccount Series 2022 (8005)	0	1,783,579
Acq & Const Amenity Project subaccount Series 2022 (8006)	0	1,489,428
Acq & Const LDSCP & HRDSCP Subacct Series 2022(8007)	0	2,246,118
Acq & Const Pond Excavation Subacct Series 2022(8008)	0	4,549,717
Acq & Const Offsite Project Subacct Series 2022(8009)	0	1,872,850
Costs of Issuance account Series 2022(8010)	0	31,505
Construction Work in Progress	0	3,182,941
Amount To Be Provided-Debt Service	0	18,414,500
Investment in General Fixed Assets	0	(3,182,941)
Interfund Transfer In	(15,000)	(120,735)
Debt Service Payments	0	8,480,500
Interfund Transfer Out	0	120,735
Total Assets	(14,835)	39,483,130
Liabilities		
Accounts Payable	5,026	5,026
Revenue Bonds Payable--Series 2022 B	0	18,414,500
Total Liabilities	5,026	18,419,526
Fund Equity & Other Credits Contributed Capital	(19,861)	21,063,604
Total Liabilities & Fund Equity	(14,835)	39,483,130

Two Rivers North CDD
Statement of Revenues, Expenditures & Changes in Fund Balance
001 - General Fund
From 10/1/2021 Through 6/30/2022
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
Operations & Maintenance Assmts - Off Tax Roll	475,667	750	(474,917)	(100)%
Contributions & Donations From Private Sources				
Developer Fundings	0	19,280	19,280	0 %
Total Revenues	475,667	20,030	(455,637)	(96)%
Expenditures				
Legislative				
Supervisor Fees	10,000	2,800	7,200	72 %
Financial & Administrative				
Administration Services	3,750	313	3,438	92 %
District Manager	20,833	16,736	4,097	20 %
District Engineer	9,500	0	9,500	100 %
Recording Secretary	2,000	167	1,833	92 %
Organizational Meeting/Initial Set Up	4,000	0	4,000	100 %
Construction Accounting	4,500	0	4,500	100 %
Dissemination Services	2,083	0	2,083	100 %
Financial & Revenue Collections	2,625	0	2,625	100 %
Rentals and Leases	500	0	500	100 %
Office Supplies	100	107	(7)	(7)%
Technology Services	500	0	500	100 %
Accounting Services	10,000	833	9,167	92 %
Postage, Phone, Faxes & Copies	500	12	488	98 %
Public Officials Insurance	2,500	0	2,500	100 %
Legal Advertising	3,500	3,996	(496)	(14)%
Bank Fees	200	111	89	45 %
Dues, Licenses and Fees	175	750	(575)	(329)%
Miscellaneous Fees	250	700	(450)	(180)%
Website Development & Maintenance	2,000	83	1,917	96 %
ADA Website Set Up/Compliance	1,800	2,900	(1,100)	(61)%
Legal Counsel				
District Counsel	9,500	10,382	(882)	(9)%
Electric Utility Services				
Electric Utility Services - Streetlights	75,000	0	75,000	100 %
Electric Utility Services - All Others	12,000	0	12,000	100 %
Garbage/Solid Waste Services				
Garbage Recreation Center	2,800	0	2,800	100 %
Water-Sewer Combination Services				
Water Utility Services	4,500	0	4,500	100 %
Stormwater Control				
Aquatic Maintenance	17,500	0	17,500	100 %
Aquatic Plant Replacement	500	0	500	100 %
Other Physical Environment				
General Liability Insurance	3,200	0	3,200	100 %
Property & Casualty Insurance	22,500	0	22,500	100 %

Two Rivers North CDD
Statement of Revenues, Expenditures & Changes in Fund Balance
001 - General Fund
From 10/1/2021 Through 6/30/2022
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Entry & Wall Maintenance	1,500	0	1,500	100 %
Landscape Maintenance	140,000	0	140,000	100 %
Miscellaneous Landscape	5,000	0	5,000	100 %
Plant Replacement Program	10,000	0	10,000	100 %
Irrigation Maintenance	5,000	0	5,000	100 %
Landscape Mulch	18,500	0	18,500	100 %
Landscape Annuals	14,000	0	14,000	100 %
Road & Street Facilities				
Pavement & Drainage Maintenance	1,500	0	1,500	100 %
Parks and Recreation				
Field Services	12,000	0	12,000	100 %
Facility Maintenance	7,500	0	7,500	100 %
Playground Equipment Maintenance	300	0	300	100 %
Pool Service Contract	12,000	0	12,000	100 %
Pool Repairs	2,500	0	2,500	100 %
Pool Permits	350	0	350	100 %
Facility A/C Maintenance	1,000	0	1,000	100 %
Access Control Maintenance	2,000	0	2,000	100 %
Event Services & Supplies	500	0	500	100 %
Telephone / Internet Services	950	0	950	100 %
Facility Janitorial Services	7,500	0	7,500	100 %
Facility Janitorial Supplies	750	0	750	100 %
Dog Waste Station Service and Supplies	1,500	0	1,500	100 %
Contingency				
Miscellaneous Contingency	2,500	0	2,500	100 %
Total Expenditures	<u>475,667</u>	<u>39,891</u>	<u>435,776</u>	<u>92 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>(19,861)</u>	<u>(19,861)</u>	<u>0 %</u>
Excess of Revenue/Other Sources Over Expenditures/Other Uses	<u>0</u>	<u>(19,861)</u>	<u>(19,861)</u>	<u>0 %</u>
Fund Balance - End of Period	<u>0</u>	<u>(19,861)</u>	<u>(19,861)</u>	<u>0 %</u>

Two Rivers North CDD
Statement of Revenues, Expenditures & Changes in Fund Balance
204 - Debt Service Fund - Series 2022
From 10/1/2021 Through 6/30/2022
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	94	94	0 %
Total Revenues	0	94	94	0 %
Excess of Revenues Over (Under) Expenditures	0	94	94	0 %
Excess of Revenue/Other Sources Over Expenditures/Other Uses	0	94	94	0 %
Fund Balance - End of Period	0	94	94	0 %

Two Rivers North CDD
Statement of Revenues, Expenditures & Changes in Fund Balance
304 - Capital Projects Fund - Series 2022
From 10/1/2021 Through 6/30/2022
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	2,811	2,811	0 %
Total Revenues	<u>0</u>	<u>2,811</u>	<u>2,811</u>	<u>0 %</u>
Expenditures				
Financial & Administrative				
Underwriters Discount	0	453,900	(453,900)	0 %
Other Physical Environment				
Improvements Other Than Buildings	0	3,182,941	(3,182,941)	0 %
Total Expenditures	<u>0</u>	<u>3,636,841</u>	<u>(3,636,841)</u>	<u>0 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>(3,634,030)</u>	<u>(3,634,030)</u>	<u>0 %</u>
Excess of Revenue/Other Sources Over Expenditures/Other Uses	<u>0</u>	<u>(3,634,030)</u>	<u>(3,634,030)</u>	<u>0 %</u>
Fund Balance - End of Period	<u>0</u>	<u>(3,634,030)</u>	<u>(3,634,030)</u>	<u>0 %</u>

Two Rivers North CDD
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash - Operating Account
Reconciliation ID: 06/30/2022
Reconciliation Date: 6/30/2022
Status: Locked

Bank Balance	156.39
Less Outstanding Checks/Vouchers	4,270.90
Plus Deposits in Transit	4,279.90
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	165.39
Balance Per Books	<u>165.39</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

Two Rivers North CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash - Operating Account

Reconciliation ID: 06/30/2022

Reconciliation Date: 6/30/2022

Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1010	6/27/2022	System Generated Check/Voucher	700.00	Mike Fasano Tax Collector
1011	6/27/2022	System Generated Check/Voucher	200.00	Nicholas J. Dister
1012	6/27/2022	System Generated Check/Voucher	200.00	Ryan Motko
1013	6/27/2022	System Generated Check/Voucher	200.00	Steven K. Luce
1014	6/27/2022	System Generated Check/Voucher	2,679.90	Straley Robin Vericker
1015	6/27/2022	System Generated Check/Voucher	291.00	Times Publishing Company
			<hr/>	
Outstanding Checks/Vouchers			4,270.90	
			<hr/> <hr/>	

Two Rivers North CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash - Operating Account
Reconciliation ID: 06/30/2022
Reconciliation Date: 6/30/2022
Status: Locked

Outstanding Deposits

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Deposit Number</u>
027	6/27/2022	Developer Funding 06.23.22	<u>4,279.90</u>	
Outstanding Deposits			<u>4,279.90</u>	

Two Rivers North CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash - Operating Account

Reconciliation ID: 06/30/2022

Reconciliation Date: 6/30/2022

Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1005	4/21/2022	System Generated Check/Voucher	200.00	Nicholas J. Dister
1006	4/21/2022	System Generated Check/Voucher	200.00	Ryan Motko
1009	5/26/2022	System Generated Check/Voucher	750.00	Pasco County Property Appraiser
032	6/21/2022	SERVICE CHARGES - PRIOR PERIOD 6.21.22	22.16	
Cleared Checks/Vouchers			1,172.16	