

Two Rivers North Community Development District

Board of Supervisors

Nicholas Dister, Chair
Carlos de la Ossa, Vice-Chair
Ryan Zook, Assistant Secretary
Thomas Spence, Assistant Secretary
Kelly Evans, Assistant Secretary

Brian Lamb, District Manager
Angie Grunwald, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Tuesday, July 18, 2023, at 11:00 a.m.

The Regular Meeting of the Two Rivers North Community Development District will be held on **July 18, 2023, 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 (305) 224 1968

Meeting ID: 863 9686 1686

Passcode: 117533

<https://us06web.zoom.us/j/86396861686?pwd=WjdORVluaVVxUGRXUXFaU1prTjVqQT09>

All cellular phones and pagers must be turned off during the meeting.

REGULAR MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

2. **PUBLIC COMMENT** Each individual has the opportunity to comment and is limited to **three (3) minutes** for such comment.

3. VENDOR AND STAFF REPORTS

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

4. BUSINESS ITEMS

- A. Consideration of Landscape Proposals Tab 01
- B. Consideration of Aquatic Proposals Tab 02
- C. General Matters of the District

5. CONSENT AGENDA ITEMS

- A. Consideration of Regular Board of Supervisors Meeting June 20, 2023, Tab 03
- B. Consideration of Operations and Maintenance Expenditures June 2023 Tab 04
- C. Review of Financial Statements for Month Ended June 30, 2023, Tab 05

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. 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,



District Office

Inframark Management Services
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
(813) 873 – 7300

Meeting Location:

SpringHill Suites by Marriott Tampa Suncoast Parkway
16615 Crosspointe Run
Land O' Lakes, FL 34638

TWO RIVERS NORTH CDD

(Initial Ponds Maintenance Proposal)



ASI LANDSCAPE
MANAGEMENT

July 17, 2023



July 17, 2023

Angie Grunwald
Property Manager
Two Rivers North CDD
c/o Inframark
2005 Pan Am Cir., STE 300
Tampa, FL 33607

Dear Ms. Grunwald,

On behalf of ASI Landscape Management, I am pleased to provide you with our proposal for the requested initial pond maintenance services for completed ponds to date for **Two Rivers North CDD**.

The competitive nature of the landscape industry offers a number of choices when it comes to selecting the right company. We know ASI would be a great choice for you. We are proud of our success and ASI has consistently demonstrated we are among the best in Central Florida when it comes to personalized and professional service with regards to stellar communication, being accountable (“owning” it) and consistent reliability. ***Our Promise To You: We will live and exhibit our Core Values throughout our partnership and deliver as promised!***

If awarded the account, ASI will assign a dedicated maintenance and management team consisting of Project/Account Managers, Production Managers, Foremen (team lead), and dedicated crew members. The teams will be managed by the Account Managers and Branch Managers who will serve as our liaison to you. Additionally, the maintenance team will be augmented by professionals in our enhancement division, consisting of arborists, irrigation techs, and landscapers. We believe this approach will provide you unparalleled, consistent service and a direct communication link between our company and you.

Again, we appreciate this opportunity and hope you will consider our offer favorably both in terms of content and cost. Please don't hesitate to call if you have questions, would like more detail on what we can provide or if you would like to schedule a meeting for a scope / pricing review. We look forward to your decision and the prospect of working with you and **Windermere Estates**.

Sincerely,

Dominick Portoghese

Dominick Portoghese – Director of Business Development

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ASI SERVICE BROCHURE

Company History



ASI Landscape Management is a premier Central Florida landscape service provider. In existence for 25+ years, ASI is a full-service landscape company and possesses a loyal client base with the capability and resources to satisfy any and all landscape needs. We boast having the knowledge, expertise and personnel to provide our clients the best possible and most cost-effective solutions for both routine and unique landscape service needs. Being one of the area's last remaining large privately owned landscape service providers, ASI offers a service experience that is hard to match. ASI remains a local, privately owned company with passionate owners determined to stay hands-on and regularly communicate with our clients and service personnel. ASI currently employs approximately 180+/- individuals, maintains a commercial fleet with state-of-the-art equipment and technology, and remains on the cutting-edge of new industry ideas and technology.

The history of ASI Landscape Management dates back to 1993 when Joe Chiellini, owner and president of ASI, started a small residential landscape company called Lawncombers USA. As a Hillsborough County firefighter, Joe wanted to stay productive while off duty. Through hard work and dedication, Lawncombers quickly earned a stellar reputation in the Tampa Bay area. As the business grew, so did his ambition and so he soon entered the commercial arena. Growth opportunities expanded. After a merger in 1999, Ameriscape USA was born. This merger further enhanced the company's stable of services by adding large scale landscape installation to its service offerings. At this time, the company's first full-time employee, Mark Almeda, shared the company's vision and passion for growth. Almeda became Chiellini's business partner and now serves as vice president of ASI. He remains today an integral leader in the business, directing and leading the company in various capacities.

Through a rebranding initiative in 2016, Ameriscape USA, Inc., is now dba: **ASI Landscape Management**. ASI remains a company dedicated to its clients and employees. All employees at ASI become part of our history, tradition, culture and family.

CORE VALUES

		
Passion	Partnership	Solutions
Passionate about Enhancing Landscapes and Lives.	Dedicated to Establishing Strong, Sustainable Relationships with Clients and Team Members.	Solving Problems through Experience, Knowledge and Innovation.

Our Promise To You: We will live and exhibit our **Core Values** throughout our partnership and deliver as promised!

In addition, we will apply our “**3- Uniques**”:
Value-Added Communication (constant and regular communication in multiple forms) / **Ownership** (own everything we do and make it right) / **We Show Up** (our reliability in when and how we provide our services).

Continued success of our company depends on each employee embracing those principles of teamwork, always providing quality services, and remaining focused on total customer satisfaction. In the highly competitive world of commercial landscaping, maintaining a knowledgeable and skilled work force is critical to ASI's ongoing success and commitment to our clients.

We are proud to offer ASI as a preferred service option and “Your Trusted Landscape Partner”!

Leadership Team



JOE CHIELLINI

PRESIDENT/CEO

Joe Chiellini is the founder and CEO of ASI Landscape Management, originating in 1993. Coming from humble, ASI is now a multi county commercial business, employing 180 individuals with three branches covering the greater Tampa Bay and Orlando marketplace. Joe Chiellini recently retired from his career as a Captain for Hillsborough County Fire and Rescue. Joe served the people of Hillsborough County for almost 30 years all the while building and growing his landscape management company to where it is today. Joe is active in the Green Industry as well as in the local community. He spends much of his time giving back in as many ways as he can. Within the business world, Joe does both local and national consulting with a focus on training and strategic planning. In the community, Joe has hosted events such as Wrestling for a Cause, golf tournaments, Give Back Days and various fundraisers benefiting children and families in our area who are in need. Fifteen years ago, Joe started the Krewe of the Knights of St. John, a local HCFR philanthropic Krewe to help serve the spouses and children of fallen firefighters. Joe is also an active member in his Parish of St. Patrick's Catholic Church where he lectures, works on beautification projects and serves with the men of the parish in fundraising.



MARK ALMEDA

VP/PARTNER

Mark began his association with ASI in 1995 as the first full-time employee of the company's predecessor, Lawncombers USA. He began as a crew member going from job to job, maintaining lawns and landscapes by mowing, weeding, fertilizing, and adjusting irrigation systems. He quickly advanced to the position of foreman, where he assumed a management role, assigning and supervising workers and overseeing the quality of the work. Mark's management style and attention to detail did not go unnoticed, and in 2005 he became a partner and vice president of the company, a position he holds to this day. Throughout his 20-plus years of experience, Mark has gained and shared his knowledge and expertise with hundreds of ASI team members. He and Joe Chiellini have managed to grow the company, despite the unpredictable nature and growing competition of the landscape industry. Mark strongly supports both personal and professional development for himself and ASI team members. He has participated in numerous management and business-related classes and training sessions and readily applies their lessons to his management role within the company. Mark holds the company's horticulture license and attends continuing education classes to maintain the most current industry standards. As the Vice President of Operations, Mark assists in sales and controls all aspects of the division, including crews, fleet and equipment purchases, and contracts. He regularly conducts personal visits with company clients to ensure satisfaction and quality.



DOMINICK PORTOGHESE

DIRECTOR OF BUSINESS DEVELOPMENT

With over 40+ years of experience in the commercial green industry, Dominick brings to ASI a stellar industry reputation having worked in all aspects of the landscape industry. In this key Business Development leadership role, Dominick will help ensure that ASI Landscape Management maintains its well-respected industry position and continues to grow the company by partnering with select key clients in a variety of market segments and leveraging current partnerships while maintaining ASI's high standard. Being part of ASI's leadership team, customers can be assured that their relationship with Dominick and the entire Business Development team will not end at the point of sale but will continue well beyond. Dominick has exhibited a strong work ethic and extreme desire to succeed all throughout his career. As such, his never-ending quest to learn all functions and services included in landscape management has afforded him a unique and diverse career. This path started as a summer job in landscape construction and along the way has afforded him key positions in landscape construction; design, irrigation installation and design, the turf industry, the Fertilization and Pest Control industry and commercial landscape management...equally in both Business Development and Operational leadership roles locally, regionally and nationally. Dominick's diverse industry knowledge, experience and career accomplishments has made him the valued ASI leader he is today. Although always the professional, and a stickler for hard-work and accuracy, Dominick's good nature, and goofy disposition makes him a wonderful team leader, team member and a perfect fit within the ASI family culture. When not working, although Dominick has his share of hobby's and diversions, he enjoys spending time with his family more than anything else. With his lovely wife Grace by his side, along with his daughter Madisen and son Lucas, Dominick attributes all his success and motivation to his family and the amazing relationships they share.



KATE WEST

CHIEF FINANCIAL OFFICER

As Director of Finance and Administration and Chief Financial Officer, Kate is responsible for financial stewardship of ASI Landscape Management, including capital and operating budgets, financial affairs and reporting, procurement, and debt and treasury management. Prior to joining ASI Landscape Management in 2022,



JOSEPH AMAROSA

DIRECTOR OF MAINTENANCE OPERATIONS

Joseph has 22 years of landscape industry experience. Prior to joining the ASI family Joe earned a bachelor's degree from the University of South Florida. He has gained additional certifications and licenses that include Green Industries Best Management Practices and State of Florida's Green Industries Best Management Practices. Joe has a wealth of knowledge utilizing Integrated Pest Management as he is a licensed Pest Control Operator. As well as a Pest Control Operator he holds a license in LTD Fertilizer Application in addition he is Pinellas County BMP certified. Joe has been trained and well versed with Landscape Visual Renderings and Landscape Design. Joseph's primary focuses are customer service, job quality and continual education of his team on the ever-changing landscape industry.



ERIC ROTHELL

DIRECTOR OF IRRIGATION

Growing up in rural Western North Carolina, Eric spent countless hours working alongside his grandfather on the family farm and spending time roaming the woods and nearby mountains. Eric's love and appreciation for the outdoors stayed with him as he went on to attend the University of Tennessee where he studied Plant & Soil Science with a concentration in Environmental Science & Natural Resources. Eric graduated with a Bachelor's of Science degree in Agriculture in 1997 and then began his career in the Green Industry as an Irrigation Technician with a large, full-service landscape company. It is with this company where Eric found his passion for irrigation and water management. During his 20 years with this company Eric excelled through the ranks holding the positions of Irrigation Manager, Regional Irrigation Advisor, Corporate Irrigation Trainer, Market Irrigation Manager, and was also the Operations and Branch Manager for a multi-million dollar location for several years. During this time Eric became involved with the Irrigation Association where he earned numerous industry certifications including Certified Irrigation Technician (CIT), Certified Landscape Irrigation Auditor (CLIA), Certified Golf Irrigation Auditor (CGIA), Certified Irrigation Contractor (CIC), and Certified Irrigation Designer with specialties in Commercial, Golf, and Residential (CID-C,G,R). In 2019, Eric celebrated his 20 th year of being an IA certified professional. Eric has also been a certified backflow tester, state licensed irrigation contractor, and currently holds his Green Industry BMP certification. During his years in the green industry, Eric also developed a passion for mentoring others and training. In February 2018, Eric brought his passion for water management and for sharing his knowledge to ASI to become the Director of Irrigation. Eric is helping to lead and grow ASI's water management division while continuing to attend educational classes to keep up with the latest industry standards and technologies available. He helps to not only manage the day-to-day operations of the irrigation division, but to also partner with the other divisions within ASI as well as its clients in order to support, educate, and find solutions to their water management needs.



SCOTT ARCENIEGA

CHIEF PERSONNEL OFFICER

Scott is the Chief Personnel Officer at ASI. His horticulture degree from Cal Poly Pomona served as a strong foundation to building a career- starting on production crews and working up. His vast experience in working at all levels of a company has made each participant identify quickly with his leadership and instruction. Scott has lead position restructuring, field efficiency, middle management training, field coaching and other key business needs for improved client and employee development. He serves as a coach and mentor for management staff. Scott creates and coordinates the implementation of processes and procedures between departments and divisions. He improves team client and employee relationships through management development.

Key Personnel



Our **Tampa Branch** will have the pleasure of servicing your property. The following crew and staff have been selected to serve you. Meet your team:

TEAM MEMBER	JOB TITLE	JOB RESPONSIBILITY
Al Suarez	Tampa Branch Mgr.	<ul style="list-style-type: none">• Accountable for your complete satisfaction• Maintains schedule• Ensures compliance to job specs and quality• Manages crews• Interfaces with on-site contact
Jeff Meyers	Tampa Account Mgr.	<ul style="list-style-type: none">• Accountable for your complete satisfaction• Maintains schedule• Ensures compliance to job specs and quality• Manages crews• Interfaces with on-site contact
Benji Jimenez	Tampa Production Mgr.	<ul style="list-style-type: none">• Schedules workload for crew• Ensure readiness of workers, tools and materials• Maintains safe working conditions• Trains field personnel• Assists w/large pruning jobs, chemical and irrigation applications• Helps identify problem areas
TBD	Foreman	<ul style="list-style-type: none">• Manages hourly activities of crews• Operates all small walk behind mowers• Helps crew operate hand-held machines• Performs large pruning, trimming and detail jobs• Daily clean up
TBD	Irrigation Technician	<ul style="list-style-type: none">• Schedules weekly irrigation inspections and schedules approved repairs• Adjusts, repairs and troubleshoots problems• Assists as needed
TBD	Pest Control Specialist	<ul style="list-style-type: none">• Applies insecticides, herbicides, fungicides and other chemicals, safely and in accordance with industry standards• Proactively inspects for all pest pressure.

Licenses / Industry Organization Support



The following are the list of licenses/certifications/subcontractors currently held by ASI Landscape Management's professional staff as well as professional associations and organizations of which we are an active member.

ASI LANDSCAPE MANAGEMENT LICENSES AND REGISTRATIONS

- Occupational License – Florida, Hillsborough County No. 96169
- Pest Control License – Florida, No. JB135024
- Pest Control Operator – Florida, No. JF184897
- License as a Dealer in Agricultural Products – Florida, No. 116260-1
- Nursery Stock Dealer Certificate of Registration – Florida, No. 47237971
- Certified Arborist License – Florida, No. FL0710A
- FDOT Intermediate Maintenance of Traffic Certification – Qualified 6/4/13
- Pinellas County BMP Certification – No. 013
- State of Florida Irrigation – License No. I-CFCO24523

PROFESSIONAL ASSOCIATIONS

- NALP – National Association of Landscape Professionals
- Florida Turfgrass Association
- FNGLA - Florida Nursery, Growers and Landscape Association
- FIS – Florida Irrigation Society
- BAAA – Bay Area Apartment Association
- FAA – Florida Apartment Association
- NAA - National Apartment Association
- BOMA – Building Owners and Managers Association
- CAI – Community Associations Institute
- Greater Tampa Bay Chamber of Commerce
- CFHLA – Central Florida Hotel & Lodging Association
- AAGO – Apartment Association of Greater Orlando

Reference List



The following represents several key select maintenance contracts held in the past that show our experience in providing services of a similar scope. Many of these projects have been serviced by ASI for multiple years and provide an example of the level of quality and customer service provided.

Hunter's Creek Community Association (*Community Association*) **Service Dates:** 2020 – Ongoing

Service Provided: Full-service landscape maintenance services to community common area roads, parks, sub associations. Additional services including Agronomic Program, palm and hardwood trimming, annuals and irrigation repairs and modifications provided in addition to the contract value. Landscape design services and the installation of new plant materials also provided in addition to the contract value. (Value: \$1M plus)

Contact: Mrs. Michelle Quimet
Community Association - General Manager
HCCA
(407) 240-6000
mquimet@hunterscreek.net

Medley at Mirada Community (*Homeowners Association*) **Service Dates:** 2022 – Ongoing

Service Provided: Full-service landscape maintenance for a maintenance free community of homes, villas, parks, common areas and Amenity Center, including monthly irrigation and horticultural services. Additional services including palm and hardwood trimming, annuals and irrigation repairs and modifications provided in addition to the contract value. Landscape design services and the installation of new plant materials also provided in addition to the contract value. (Value: \$300K plus – 1/3 buildout project completed)

Contact: Mrs. Danielle Enyeart
LCAM
ICON Management
(813) 642-1121
denyeart@theiconteam.com

Southern Hills Plantation (*Homeowners Association/CDD*) **Service Dates:** 2018 – Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided to a maintenance free community. Additional services including palm and hardwood trimming, annuals and irrigation repairs and modifications provided in addition to the contract value. Landscape design services and the installation of new plant materials also provided in addition to the contract value. (Value: \$200K plus)

Contact: Mrs. Cheri Schrubbe
Community Association Manager
Evergreen Lifestyles Management
(352) 397-2926
cschrubbe@Evergreen-LM.com

Power Design Corporate (*Corporate Campus*) **Service Dates:** 2018 - Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and agronomic services. Annuals, mulch and palm trimming are also included as additional services as a part of this contract. Additionally, we have provided landscape design services and the installation of new plant materials not included as a part of the monthly contract value.

Contact: Ms. Natalie Yeager
Corporate Property Manager
Power Design Inc
(727) 497-8965
nyeager@powerdesigninc.us

Highmark Residential (*Multi-Family Housing Portfolio*) **Service Dates:** 2013 - Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided to a portfolio of apartment communities. Additional services including palm and hardwood trimming, annuals and irrigation repairs and modifications provided in addition to the contract value. Landscape design services and the installation of new plant materials also provided at several communities in addition to the contract value.

Contact: Mrs. Lori Odell
Assistant Regional Vice President
Highmark Residential
(813) 299-3055
lorio@highmarkres.com

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided to several apartment communities. Additional services including palm and hardwood trimming, annuals and irrigation repairs and modifications provided in addition to the contract value. Landscape design services and the installation of new plant materials also provided at several communities in addition to the contract value.

Contact: Mrs. Tanya Orłowski
Regional Portfolio Manager
Weller Management
(727) 498-8823
torłowski@liveweller.com

Here are a few other notable properties that we maintain and can provide contacts for if needed:

- South Pointe HOA, Riverview
- Jesuit High School
- KPMG Lakehouse Corp. Campus, Lake Nona

Statement of Commitments



Please let these statements below confirm ASI's commitment to the following:

Project Vehicles and Equipment

ASI states and commits that all necessary vehicles and equipment are available or will be obtained and provided for the satisfactory completion of all services and tasks a part of this project as described within the ASI provided proposal documents, any agreed upon client provided documents and stipulations, or any other associated information pertaining to this project. *Project specific and/or companywide master equipment and vehicle lists can be provided upon request.*

Staffing / Personnel

ASI states and commits that the necessary and appropriate number of crew members, Technicians, supporting staff and project management will be provided and/or available to satisfy necessary or required tasks and management as described within the ASI provided proposal documents, any agreed upon client provided documents and stipulations, or any other associated information pertaining to this project. *Project specific crew, staffing, project management and/or operational plans can be found within this proposal submittal or can be provided upon request.*

Service References / Letters of Recommendation

ASI will provide within this proposal a partial list of comparable references to this project. These references will include contact info. ASI encourages you to connect with our existing clients for a complete snapshot of our services and capabilities. Additional references and/or Letters of Recommendation can be provided upon request.

Materials, Chemicals, Products

ASI states and commits that all necessary contractually required and/or ancillary service materials, chemicals, products, etc., will be provided for the satisfactory completion of all services and tasks a part of this project as described within the ASI provided proposal documents, any agreed upon client provided documents and stipulations, or any other associated information pertaining to this project. *Project specific MSDS, Labels, Descriptions and supporting documentation can be made available and provided upon request.*

Licenses, Certifications, Insurance and Company Documents

ASI states and commits that all necessary local, state, federal and industry required Licenses, Certifications, Insurance documents and Company Documents needed to satisfy all contractual obligations or authorizing ASI to do business within the project geographical location are included within this proposal or can be made available and provided upon request.

Hazardous Materials Handling / Spill Prevention Program

ASI states and commits that we possess and adhere to a Hazardous Materials Handling / Spill Prevention Program that complies with all local, state, federal, OSHA regulations and holds the client's best interest in great importance. *A copy of this program can be made available and provided upon request.*

Safety/Training/Drug Screening Program

ASI states and commits that we possess and adhere to a Safety/Training Program that complies with all local, state, federal, OSHA regulations, holds the client's best interest in great importance, and ensures all crew and staff are well trained with all equipment and procedures related to project specific tasks. *A copy of this program can be made available and provided upon request.*

Storm Response Plan

ASI possesses and utilizes a Hurricane/Storm Response Plan which includes step-by-step service stipulations, timing and process and descriptions. This program can be presented and contracted in advance at any time to lock in rates and ensure services priority. Also available as needed per event subject to ASI's availability. A copy of the program can be made available and provided upon request.

Emergency Response Plan



In the event of a major weather event or catastrophic emergency of any kind that requires emergency Arborcare services, we encourage you and your company to be prepared in advance! By committing in advance, ASI through Ameri-Tree offers the following emergency response optional program that would ensure your campus a priority status should an emergency situation arise.

Note: Without this program, these same Ameri-Tree service are available but will be provided on a first come – first serve basis with stated rates subject to change based on current market rates.

An emergency status would pertain to the following conditions:

- Fallen trees / large limbs blocking campus access roadways (across driveways are secondary)
- Fallen trees / large limbs resting on power-lines
- Leaning trees posing an imminent safety threat



Scattered branches and debris throughout the campus would not be considered an qualifying emergency situation but more of a secondary “clean-up” and would be addressed via separate schedule and proposal after all client emergency services are satisfied. General clean-up services will be proposed at a more customary extra work rate.

- ✓ Program includes all necessary equipment including dump trucks, loaders, hand tools, mobile fueling vehicles, trucks, trailers. All necessary equipment to perform job operations are located within the service area. Emergency routes will be provided by crew leaders and supervisors.
- ✓ Ameri-Tree participates in and fully understands the disaster response plan in the cities and all adjoining cities within our service area, and follows their guidelines. Emergency grids will be set up for employees working during an emergency. We maintain an active post disaster plan which includes multiple means of communication. Communication plans among management includes: cell/smart phone or mobile radio and email. No employee will be left working grid alone, team action will be implemented. All communication / IT equipment will be forwarded to mobile devices to keep open lines of communication with clients, employees, and vendors.
- ✓ All employees will be accounted for by crews. Crew will report to assigned foreman, who will take visual head counts based on current employee lists.
- ✓ All supervisors are trained in basic first aid and safety procedures.
- ✓ Emergencies can / will be reported by any employee who witness’ an event take place. All crews have mobile communication devices. In the event all facilities in one particular area are unable to respond to an emergency, crews are in place throughout the state to respond.
- ✓ For catastrophic response events, “Typical Emergency Crew” consists of a approx. (4- man crew, dump truck, 1 dump trailer, and all necessary saws and hand tools. Loader and/or grapple will be provided as needed.

Emergency Program crew is billed at an agreed upon advanced rate of **(\$TBD)** per hour.

Program Acceptance /

Signature: _____ Date: _____

Company: _____ Title: _____

Equipment List



The following is a list of equipment owned by ASI that may be used in accordance with the proposed scope of services.

Type of Equipment	Quantity Available
Light duty trucks	30
Super Duty trucks	30
F-450 or larger trucks	6
Maintenance trailers (open and enclosed)	25
Heavy duty trailer	8
Tow behind turbine blower	1
Irrigation trucks	8
Spray trucks	5
Spray Cart	2
Additional utility carts	4
Ride-on spreader	4
4x4 tree lift	2
Stump grinder	1
Batwing mower	1
72" mower	8
60" riding mower	15
Walk behind mower	30
Ditch Witch trencher	2
Skid steers	4
Field Equipment	
Edgers	400 pieces total
Line Trimmers	
Blowers	
Gas shears	
Back pack sprayers	

EXHIBIT A – Service Pricing



Two Rivers North CDD

Date: July 17, 2023

Angie Grunwald
Property Manager
c/o Inframark
2005 Pan Am Cir., STE 300
Tampa, FL 33607

ASI Representative
Dominick Portoghese
Director of Business Development
Cell: (813) 399-6666

Email: dportoghese@asilandscapegmt.com

CONTRACT SERVICES	Monthly Price	Yearly Price
Pond/Bahia area mowing Per designated areas on provided Map Mowed weekly during growing season and 2x/mo during off-season. To include mowing, string-trimming pond banks and policing of debris. Note: Pricing to adjust as ponds/areas are added for service as community builds out.	\$ 3,582.00	\$ 42,984.00
Total Contracted Services	\$ 3,582.00	\$ 42,984.00

SERVICE AGREEMENT



GENERAL TERMS AND CONDITIONS

A. The term of this contract:

From: August 1, 2023 To: July 31, 2024

B. Two Rivers North CDD (CLIENT), agrees to pay **ASI Landscape Management, (CONTRACTOR)**, the total price of all contracted and/or optional services as compensation for the complete performance of the terms and conditions of this contract as stated on "**Exhibit A**" – **Service Pricing, ASI Scope of Work** and/or all other agreed upon associated proposal documents.

Total Price of all contractual services: (Pond mowing only services) Pricing to adjust as areas are added.

1 year Term: \$ 42,984.00 per year or (12) payments of \$ 3,582.00 per month.

C. The Client shall be invoiced on the first (1st) of each month of service and payment shall be due by the last day of that month.

D. Both parties reserve the right to cancel this agreement at any time with thirty (30) days written notice.

Part 1: Contractor's Responsibility

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

A. Workforce: The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

B. Landscape Materials: All materials shall conform to proposal specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements. Any/all installed landscape material via authorized extra work proposals shall be under full warrantee so long as ASI is under contract for landscape maintenance services. Excludes death/decline due to known adverse environmental conditions, acts of nature, vandalism, drought and/or water source disruption out of ASI's control, etc.

C. Licenses and Permits: The Contractor will maintain a Landscape Contractor's license, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

D. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

E. Insurances: The Contractor agrees to maintain General Liability Insurance, Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components or water source / water quality issues outside of ASI's control, in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client or irrigation restrictions imposed by Water Management District or civil authorities; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. In addition, ASI will not be held liable for damage to any decorative poured concrete curbing, stepping-stones, paver blocks, lawn or bed ornaments or decorative items. ASI will not be responsible for the removal and replacement of any aforementioned items, lawn chairs, above ground pools, and any other items not described that impede the service and completion of contracted services.

The Contractor "is" liable for any damage due to the operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms in the application of pesticides.

G. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment. Client will be notified as such.

H. Invoicing: The Contractor will submit monthly service invoices for the amount set forth under the prices and terms included in this contract. Any services rendered, that are in addition to or beyond the scope of work required by this contract shall be separately billed.

Part 2: Client's Responsibility

A. Utility Usage: The Client shall allow the Contractor usage of utilities if needed and available.

B. Jobsite Access: The Client shall allow access to all parts of the job site where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the case of after-hours emergencies. If access is removed or obstructed, and service delays result, client may be additionally charged to compensate contractor for additional time spent or required additional trip.

C. Payment: For the convenience of the Client only, the monthly charge under this contract may be an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract.

The Client shall review invoices submitted by the Contractor and payment shall be due within thirty (30) days following the date of the invoice and considered delinquent if not paid by that date. For work outside of the normal monthly contacted work, The Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly. If payment has not been received within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment. Should services be suspended, monthly fees will not be prorated and services will resume once past-due payments are received.

D. Defects: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

Part 3: Other Terms

The Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

Part 4: Renewal and Termination

This contract shall not automatically renew after contract term ends. A renewal agreement will be required for the continuation of services. This agreement must be finalized and in effect by the end of the last month of the current contract term. A Scope of Work, Pricing and Term discussion will be had with client and with client approving all renewed terms prior to the start of the new contract period. Renewal Agreement may be for the same terms as that set forth in the current Agreement Section A of the General Contract Terms without changes, or, renewed terms may be updated and adjusted with authorized by client required via a "Renewal Agreement" prior to a continuation of services beyond the end of the current term. In the event, after review and discussion with client, the client wishes to terminate services, the Client must issue to Contractor in writing the Client's intent to terminate this contract at least thirty (30) days prior to the termination of the current term. Additionally, this contract may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those un-recovered costs incurred through the date of termination, including a reasonable amount of overhead and profit and any amount in excess of the monthly charges paid by the Client through the date of termination. As a condition precedent to Customer's right to terminate, Customer must tender payment in full for all services performed through the date of termination. This includes any optional, additional, extra work items or non-contractual service items that have been completed outside the contract or performed in-full with said fees included within monthly base services invoice and having been spread out over 12 even monthly payments. The balance due of any extra work items that may have been rolled into the contract at client's request such as mulching, annual flower rotations and/or palm pruning, shall be paid in full upon contract termination.

If applicable, the term of the optional Smart Irrigation Control System Upgrade is the same as the ASI landscape maintenance contract. A termination fee of \$199 per smart irrigation control system installed will apply in the event of contract cancellation within 12 months of the landscape maintenance contract effective date. Upon contract cancellation and payment of applicable termination fees, the property will retain the smart controller and on-site weather station, and ASI Landscape Management will remove and retain the Aircard cellular communication device used for remote monitoring.

Upon expiration of the stated contract period, and notwithstanding previous negotiations of the renewal of this contract as-is, Contractor reserves the right to adjust the price of any/all services effective on each 1-yr anniversary date of the effective date.

Part 5: Legal

A. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising hereunder will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

B. Legal Counsel: Each party has had (or has been advised to seek) independent legal counsel of their selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with ASI Landscape Management.

C. Attorney's Fees: In the event, a dispute arises between the parties hereto and the suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses

from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

EXECUTION OF SERVICE AGREEMENT

By and Between:

CONTRACTOR: ASI LANDSCAPE MANAGEMENT

Print Name: Dominick Portoghese

Title: Director of Business Development

Signature: *Dominick Portoghese*

Signature Date: July 17, 2023

CLIENT: Two Rivers North CDD

Print Name: _____

Title: _____

Signature: _____

Signature Date: _____



Landscape Maintenance

Irrigation Services

Horticultural Services

Arbor Care Services

Landscape Enhancements

AmeriscapeUSA.com



LANDSCAPE MAINTENANCE



- Mowing
- Edging
- Blowing
- Trimming
- Weed Control
- Pest Control
- Irrigation Checks
- Debris Removal
- Tree / Shrub Care

ASI's landscape maintenance programs result in consistent, dependable service. Our total care plan includes 52 scheduled visits and an array of services designed to enhance your property's curb appeal and overall attractiveness.

Our team members are highly trained in the latest industry standards including appropriate horticultural and green practices. We are aware that you as an owner/manager of a property expect that the landscape maintenance at your sites be of the highest quality possible. Our Client Relations Managers will visit with you regularly to review work and ensure your satisfaction.



IRRIGATION SERVICES



All living things need water and your landscape is no exception. We offer a full range of irrigation services performed by trained and skilled technicians. From new installations to repairs, ASI can meet your needs. Our monthly service checks will give you confidence and ensure your system always operates at peak efficiency.



HORTICULTURAL SERVICES

Landscapes in Florida require special care in both the selection of trees, shrubs, plants and turf as well as the care of each. At ASI, we address these requirements with our in-house certified horticultural service. To protect your investment ASI provides full horticultural and pest-control service.





ARBOR CARE

We offer an array of tree and palm services ranging from natural and structural pruning of specimen and ornamental trees, to pruning and removal of Florida’s largest species of trees. Our team members are skilled in maintaining the beauty and health of your trees and specialize in all aspects of plant health care with an emphasis on organic solutions to tree health problems. Using the highest quality equipment and expertise, our teams will quickly and efficiently complete the work on time and within budget.

- ISA Certified Arborist
- Structural Pruning
- Canopy Reduction
- Tree Planting/Removal
- Tree Permitting
- Horticultural Care



LANDSCAPE ENHANCEMENTS



The options are endless when it comes to creating the visual impact that defines the quality, beauty and atmosphere you want your property to represent. With a comprehensive approach to caring for clients, ASI delivers complete landscape design, installation and renovation services for both commercial and residential properties.

Our team of dedicated professionals will consult with you and incorporate your vision, while considering important environmental and other factors, to create a landscape and hardscape that will be functional, manageable and beautiful for years to come. Whether we create a completely new design or upgrade existing areas, ASI will meet your needs and budget. Nothing adds more value, prestige and curb appeal to your property than a well-designed landscape.

- Outdoor living spaces
- Dog Parks
- Playgrounds
- Water Features
- Landscape Lighting
- Drainage
- Accent Walls
- Irrigation Installations
- Landscape Renovations



ASI LANDSCAPE
MANAGEMENT

9702 Harney Road
Thonotassassa, FL 33592
Phone: 813.948.3938 | Fax: 813.948.7487

2007 S Division Avenue
Orlando, FL 32805
Phone: 407.988.0551 | Fax: 813.948.7487

AmeriscapeUSA.com



Landscape Maintenance Agreement

Attention: Two Rivers North CDD – Childers
 c/o Inframark
 2005 Pan Am Circle Ste 300
 Tampa, Florida 33607

Submitted By: Down To Earth Landscape & Irrigation

Two Rivers North CDD – Childers

Landscape Maintenance Summary

<u>Common Areas</u>			
Lawncare Maintenance	(Site mowing only – 3 ponds)	\$ 6,600.00	Annually
Irrigation Inspection		Not Included	
Fertilization/Pest Control		Not Included	

Total Monthly	\$ 550.00	*
Total Annually	\$ 6,600.00	*

Landscape Maintenance Agreement

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") dated this _____ day of _____, 2023, and between, **Two Rivers North CDD – Childers** ("Customer"), and Seasons Service Select, DBA as Down to Earth Landscape & Irrigation ("Company").

Property address: 35122 Brackett Bnd, Zephyrhills, FL 33541

1. **Term.** Company shall furnish all labor, materials, and necessary equipment to maintain the grounds at **Two River North CDD – Childers** for a one (1) year period commencing _____ and ending _____ (the "Initial Term"). The Agreement shall automatically renew for additional one (1) year periods ("each a "Renewal Term") unless sooner terminated as provided in Section 9 herein, or if terminated by either party ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Price as provided in the agreement is good for 30 days.
2. **Scope of Work.** Company shall use its best efforts to perform the Service Agreement Specifications attached hereto as Exhibit "A" and incorporated herein.
3. **Price and Payment Terms.** Customer shall pay Company **\$ 550.00 on a monthly basis** (the "Monthly Fee"). On the first (1st) day of each month, Company shall tender to Customer an invoice for services rendered during the current month, which shall be paid by Customer within 30 days of the date of the invoice (Net 30 terms). Customer shall not be entitled to reduce or offset any payments owed to Company hereunder for any reason. A processing fee of 2.75% will be added to all credit card transactions.
 - a. **Late Payments.** Any unpaid balance will bear interest at a rate of 1.5% per month (18% per year). The unpaid balance shall be determined by taking the beginning balance of the account for each month, adding any new charges and subtracting any payments made to the account. In the event payment remains past due for a period in excess of ten (10) days, Company's obligations under this Agreement will be suspended until payment is made in full. Customer shall reimburse Company for all costs and expenses reasonably incurred by Company in collecting past due amounts, including attorneys' fees and court costs.
 - b. **Price Increases.** The Monthly Fee shall increase every twelve (12) months (the "Anniversary Date") by the greater of i) 4% or ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers" or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the date twelve (12) months earlier, with that of the Anniversary Date, and shall be rounded to the nearest ten (10) dollars. Company reserves the right to increase the Monthly Fee at contract renewal or due to *Force Majeure* events with thirty (30) days prior written notice to Customer.

- c. **Fuel Surcharge.** Six months after the start of the Agreement, Customer agrees to pay Company a monthly fuel surcharge to the extent the fuel price exceeds \$3.25 per gallon, as reported at [Florida Regular Conventional Retail Gasoline Prices](#). Each \$0.50 incremental rise in fuel price will result in a 1% fuel surcharge (Example: If fuel price is \$3.55 per gallon, the fuel surcharge will be 1% of the total amount invoiced). If the fuel price drops below \$2.75 per gallon, Customer will receive a 1% reduction in the total amount invoiced for each \$0.50 incremental reduction in fuel price. Adjustments will be applied to invoices each month, as applicable.
4. **Indemnification.** Company shall indemnify and hold harmless Customer from any and all injuries, damages, causes of action or claims to the extent they are caused by negligent or intentional acts or omissions on the part of Company, its agents, subcontractor, employees, or others acting on behalf of Company, in the performance of its obligations under this Agreement. Customer is required to notify Company within 30 days of the date Customer is notified or discovers any potential claim, cause of action, or damages potentially caused by Company.
5. **Insurance. Company**, for itself, its subcontractors, agents, and employees, shall maintain the following insurance coverage throughout the duration of this Agreement:

 - a. Commercial general liability insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury.
 - b. Pollution liability insurance with a limit of liability of \$1,000,000 per each incident and \$2,000,000 aggregate; and
 - c. Workers' compensation insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws. Company shall deliver to Customer an insurance certificate evidencing such insurance prior to the signing of this Agreement.
6. **Standard of Performance. Company** shall use due care, skill, and diligence in the performance of its obligations under this Agreement and shall perform all its obligations in its best workmanlike manner and in accordance with the accepted standards for professional landscape contractors in the state of Florida. All materials used in performing any obligation under this Agreement shall be of first quality and shall be used strictly in accordance with the manufacturer's specifications.
7. **Time.** Time is of the essence in performing the obligations under this Agreement. In the event that performance by Company shall be interrupted or delayed by any occurrences outside Company's commercially reasonable control, including but not limited to acts of God, inability to secure labor and/or products, and rules, regulations or restrictions imposed by any government or governmental agency, Company shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
8. **Independent Contractor Relationship.** All work performed by Company under this Agreement shall be as an independent contractor, and in no way shall Company be considered an employee of the Customer.

9. **Termination.** Given the nature of the work contemplated by this Agreement, the parties acknowledge that conditions change due to the natural growing cycle, weather patterns, wear and tear of the grounds, and other causes, both foreseen and unforeseen. Should Customer believe that a condition exists that would give it cause to terminate this Agreement, Customer shall promptly (within 2 days) notify Company in writing of the condition. Company will then have (thirty) 30 days to cure the condition. If Company fails to commence cure of the condition within the prescribed time and fails to attempt to cure in a diligent fashion, Customer may terminate the Agreement with no further liability by providing Company thirty (30) days' prior written notice. Company may terminate this Agreement immediately if Customer fails to cure a payment default within fifteen (15) days of receipt of notice of such from Company, or with sixty (60) days' prior written notice. Customer further acknowledges that as inducement to enter a long-term relationship, Company may agree to provide incentives that shall not become "earned" until the end of the Term. If Customer terminates this Agreement for any reason within the Term, Customer must reimburse Company the full amount of any incentives provided as well as pay an equivalent amount for equipment utilized/purchased over the prior 12 months to provide service to the Customer. For all notices, Customer must notify Company in writing via certified mail and via e-mail to the address in section 10 Notices.
10. **Notices.** Any notice required to be sent to the Customer or Company under this Agreement shall be sent to the parties at the following address unless otherwise specified:

Customer:

Two Rivers North CDD - Childers
c/o Inframark
2005 Pan Am Circle Ste 300
Tampa, Florida 33607

Angie Grunwald, District Manager
813-873-7300 ext 116
Angie.Grunwald@Inframark.com

DTE:

Down to Earth

DTEContractUpdates@down2earthinc.com
2701 Maitland Center Parkway
Suite 200
Maitland, Florida 32751
Phone: 321-263-2700
Fax: 352-385-7229
www.dtelandscap.com

11. **11. Governing Law and Binding Effect; Venue.** This Agreement and the interpretation and enforcement of the same will be governed by and construed in accordance with the laws of the State of Florida and will be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors, and assigns. The venue for all actions arising from this agreement shall be located within the applicable Florida county of the property address.
12. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, will be binding on either party hereto. This Agreement may not be modified or amended, nor may any covenant, agreement, condition, requirement, provision, warranty, or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.
13. **Litigation and Attorneys' Fees.** In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any

damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees.

- 14. Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.
- 15. No Third-Party Beneficiaries.** The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto. No future or present employee or customer of either of the parties nor their affiliates, successors or assigns or other person shall be treated as a third-party beneficiary in or under this Agreement.

Two Rivers North CDD - Childers

Name _____

Title _____

Signature Date

Down to Earth

Name _____

Title _____

Signature Date

Exhibit "A" Service Agreement Specifications

Between Down to Earth Landscape and Irrigation (herein "**Company**") and **Two Rivers North CDD - Childers** ("Customer") the services to be performed hereunder for the Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement. Additional Services pricing is subject to change.

ADDITIONAL SERVICES

<u>Service</u>	<u>Quantity</u>	<u>Contract or Additional</u>	<u>Price</u>	<u>Unit</u>
Mulch	Per Yard	Additional	\$75	Per CY
Annuals 4" Pots	Per install/rotation	Additional	\$ 2.85	Per Each
Standard Palms	Per Palm Trim	Additional	\$45	Per Trim
Washingtonian Palm	Per Palm Trim	Additional	\$45	Per Trim
Specialty Palm	Per Palm Trim	Additional	\$ 160	Per Each
Leaf Cleanup	Per Hour	Additional	\$70	Per Hour

LANDSCAPE MAINTENANCE PROGRAM

I. TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 24 cuts annually.)

Company may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of Company.

Seasonal Leaf removal is not part of the service package, but it can be provided upon Customer request at an additional per hour cost inclusive of proper mulching/removal of the leaf fall.

v. Fertilization (not included)

Irrigated Turf shall be fertilized appropriately (no more than four times year year) to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas are in top condition. Company can provide service upon Customer request at an additional cost.

All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

vi. Insect & Disease Control

Company will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. Company will strictly comply with all state and federal regulations.

Company employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

II. PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION - (Not Included)

i. Pruning

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum height of 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

Company can provide services for Palms over a maximum height of 12' upon Customer request at an additional cost.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

Company can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Fertilization (Not included)

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

vii. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

viii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

III. IRRIGATION (Not Included)

Company shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. Company will be responsible for controlling the amount of water used for irrigation and any damage that results from overwatering and insufficient watering. Company is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these “watering guidelines” will not be Company's responsibility.

Company will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than Company due to construction, vandalism, or other causes shall be reported to the Customer. Company, if authorized by the Customer, shall repair the damage at a Time and Material rate.

Company is approved to make repairs up to \$500 per wet check or work order without the approval of the Customer.

IV. MULCHING

Mulch is provided as an additional service. Company will provide this service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

V. ANNUAL FLOWERS MAINTENANCE PROGRAM

Annual Flowers are provided as an additional service. Company will provide this service for Annual Flowers upon Customer request at an additional cost.

Company will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.

VI. ADDITIONAL SERVICES

Company is a full-service Landscape Company. We offer many solutions to all horticultural-related needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

Company shall provide services over and above the contract specifications with written authorization from the Customer. Rates for labor shall be provided upon request.

VII. REQUIRED ADDENDUMS / LANDSCAPE ALTERATIONS

Company shall not be responsible for the following additional service requests unless specifically agreed to in writing in an Addendum to this Agreement:

- i. Damage caused to decorative concrete curbing.
- ii. Damage caused to stucco on homes and/or fences if a maintenance strip is not installed.
- iii. **Maintenance** of additional landscape installed by the homeowner; and
- iv. **Maintenance** of backyards if a privacy fence is installed, which requires smaller push mowers and string trimming to entire perimeter fence.



Landscape Maintenance Agreement

Attention: Two Rivers North CDD – Northwater
 c/o Inframark
 2005 Pan Am Circle Ste 300
 Tampa, Florida 33607

Submitted By: Down To Earth Landscape & Irrigation

Two Rivers North CDD – Northwater

Landscape Maintenance Summary

<u>Common Areas</u>			
Lawncare Maintenance	(Site mowing only – 4 ponds, entrance)	\$ 10,560.00	Annually
Irrigation Inspection		Not Included	
Fertilization/Pest Control		Not Included	

Total Monthly	\$ 880.00	*
Total Annually	\$ 10,560.00	*

Landscape Maintenance Agreement

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") dated this _____ day of _____, 2023, and between, **Two Rivers North CDD – Northwater** ("Customer"), and Seasons Service Select, DBA as Down to Earth Landscape & Irrigation ("Company").

Property address: 35726 Durand Ct, Zephyrhills, FL 33541

1. **Term.** Company shall furnish all labor, materials, and necessary equipment to maintain the grounds at **Two River North CDD – Northwater** for a one (1) year period commencing _____ and ending _____ (the "Initial Term"). The Agreement shall automatically renew for additional one (1) year periods ("each a "Renewal Term") unless sooner terminated as provided in Section 9 herein, or if terminated by either party ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Price as provided in the agreement is good for 30 days.
2. **Scope of Work.** Company shall use its best efforts to perform the Service Agreement Specifications attached hereto as Exhibit "A" and incorporated herein.
3. **Price and Payment Terms.** Customer shall pay Company **\$ 880.00 on a monthly basis** (the "Monthly Fee"). On the first (1st) day of each month, Company shall tender to Customer an invoice for services rendered during the current month, which shall be paid by Customer within 30 days of the date of the invoice (Net 30 terms). Customer shall not be entitled to reduce or offset any payments owed to Company hereunder for any reason. A processing fee of 2.75% will be added to all credit card transactions.
 - a. **Late Payments.** Any unpaid balance will bear interest at a rate of 1.5% per month (18% per year). The unpaid balance shall be determined by taking the beginning balance of the account for each month, adding any new charges and subtracting any payments made to the account. In the event payment remains past due for a period in excess of ten (10) days, Company's obligations under this Agreement will be suspended until payment is made in full. Customer shall reimburse Company for all costs and expenses reasonably incurred by Company in collecting past due amounts, including attorneys' fees and court costs.
 - b. **Price Increases.** The Monthly Fee shall increase every twelve (12) months (the "Anniversary Date") by the greater of i) 4% or ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers" or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the date twelve (12) months earlier, with that of the Anniversary Date, and shall be rounded to the nearest ten (10) dollars. Company reserves the right to increase the Monthly Fee at contract renewal or due to *Force Majeure* events with thirty (30) days prior written notice to Customer.

- c. **Fuel Surcharge.** Six months after the start of the Agreement, Customer agrees to pay Company a monthly fuel surcharge to the extent the fuel price exceeds \$3.25 per gallon, as reported at [Florida Regular Conventional Retail Gasoline Prices](#). Each \$0.50 incremental rise in fuel price will result in a 1% fuel surcharge (Example: If fuel price is \$3.55 per gallon, the fuel surcharge will be 1% of the total amount invoiced). If the fuel price drops below \$2.75 per gallon, Customer will receive a 1% reduction in the total amount invoiced for each \$0.50 incremental reduction in fuel price. Adjustments will be applied to invoices each month, as applicable.
4. **Indemnification.** Company shall indemnify and hold harmless Customer from any and all injuries, damages, causes of action or claims to the extent they are caused by negligent or intentional acts or omissions on the part of Company, its agents, subcontractor, employees, or others acting on behalf of Company, in the performance of its obligations under this Agreement. Customer is required to notify Company within 30 days of the date Customer is notified or discovers any potential claim, cause of action, or damages potentially caused by Company.
5. **Insurance. Company**, for itself, its subcontractors, agents, and employees, shall maintain the following insurance coverage throughout the duration of this Agreement:

 - a. Commercial general liability insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury.
 - b. Pollution liability insurance with a limit of liability of \$1,000,000 per each incident and \$2,000,000 aggregate; and
 - c. Workers' compensation insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws. Company shall deliver to Customer an insurance certificate evidencing such insurance prior to the signing of this Agreement.
6. **Standard of Performance. Company** shall use due care, skill, and diligence in the performance of its obligations under this Agreement and shall perform all its obligations in its best workmanlike manner and in accordance with the accepted standards for professional landscape contractors in the state of Florida. All materials used in performing any obligation under this Agreement shall be of first quality and shall be used strictly in accordance with the manufacturer's specifications.
7. **Time.** Time is of the essence in performing the obligations under this Agreement. In the event that performance by Company shall be interrupted or delayed by any occurrences outside Company's commercially reasonable control, including but not limited to acts of God, inability to secure labor and/or products, and rules, regulations or restrictions imposed by any government or governmental agency, Company shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
8. **Independent Contractor Relationship.** All work performed by Company under this Agreement shall be as an independent contractor, and in no way shall Company be considered an employee of the Customer.

9. **Termination.** Given the nature of the work contemplated by this Agreement, the parties acknowledge that conditions change due to the natural growing cycle, weather patterns, wear and tear of the grounds, and other causes, both foreseen and unforeseen. Should Customer believe that a condition exists that would give it cause to terminate this Agreement, Customer shall promptly (within 2 days) notify Company in writing of the condition. Company will then have (thirty) 30 days to cure the condition. If Company fails to commence cure of the condition within the prescribed time and fails to attempt to cure in a diligent fashion, Customer may terminate the Agreement with no further liability by providing Company thirty (30) days' prior written notice. Company may terminate this Agreement immediately if Customer fails to cure a payment default within fifteen (15) days of receipt of notice of such from Company, or with sixty (60) days' prior written notice. Customer further acknowledges that as inducement to enter a long-term relationship, Company may agree to provide incentives that shall not become "earned" until the end of the Term. If Customer terminates this Agreement for any reason within the Term, Customer must reimburse Company the full amount of any incentives provided as well as pay an equivalent amount for equipment utilized/purchased over the prior 12 months to provide service to the Customer. For all notices, Customer must notify Company in writing via certified mail and via e-mail to the address in section 10 Notices.
10. **Notices.** Any notice required to be sent to the Customer or Company under this Agreement shall be sent to the parties at the following address unless otherwise specified:

Customer:

Two Rivers North CDD - Northwater
c/o Inframark
2005 Pan Am Circle Ste 300
Tampa, Florida 33607

Angie Grunwald, District Manager
813-873-7300 ext 116
Angie.Grunwald@Inframark.com

DTE:

Down to Earth

DTEContractUpdates@down2earthinc.com
2701 Maitland Center Parkway
Suite 200
Maitland, Florida 32751
Phone: 321-263-2700
Fax: 352-385-7229
www.dtelandscap.com

11. **11. Governing Law and Binding Effect; Venue.** This Agreement and the interpretation and enforcement of the same will be governed by and construed in accordance with the laws of the State of Florida and will be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors, and assigns. The venue for all actions arising from this agreement shall be located within the applicable Florida county of the property address.
12. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, will be binding on either party hereto. This Agreement may not be modified or amended, nor may any covenant, agreement, condition, requirement, provision, warranty, or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.
13. **Litigation and Attorneys' Fees.** In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any

damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees.

- 14. Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.
- 15. No Third-Party Beneficiaries.** The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto. No future or present employee or customer of either of the parties nor their affiliates, successors or assigns or other person shall be treated as a third-party beneficiary in or under this Agreement.

Two Rivers North CDD - Northwater

Name _____

Title _____

Signature Date

Down to Earth

Name _____

Title _____

Signature Date

Exhibit "A" Service Agreement Specifications

Between Down to Earth Landscape and Irrigation (herein "**Company**") and **Two Rivers North CDD - Northwater** ("Customer") the services to be performed hereunder for the Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement. Additional Services pricing is subject to change.

ADDITIONAL SERVICES

<u>Service</u>	<u>Quantity</u>	<u>Contract or Additional</u>	<u>Price</u>	<u>Unit</u>
Mulch	Per Yard	Additional	\$75	Per CY
Annuals 4" Pots	Per install/rotation	Additional	\$ 2.85	Per Each
Standard Palms	Per Palm Trim	Additional	\$45	Per Trim
Washingtonian Palm	Per Palm Trim	Additional	\$45	Per Trim
Specialty Palm	Per Palm Trim	Additional	\$ 160	Per Each
Leaf Cleanup	Per Hour	Additional	\$70	Per Hour

LANDSCAPE MAINTENANCE PROGRAM

I. TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 24 cuts annually.)

Company may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of Company.

Seasonal Leaf removal is not part of the service package, but it can be provided upon Customer request at an additional per hour cost inclusive of proper mulching/removal of the leaf fall.

v. Fertilization (not included)

Irrigated Turf shall be fertilized appropriately (no more than four times year year) to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas are in top condition. Company can provide service upon Customer request at an additional cost.

All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

vi. Insect & Disease Control

Company will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. Company will strictly comply with all state and federal regulations.

Company employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

II. PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION - (Not Included)

i. Pruning

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum height of 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

Company can provide services for Palms over a maximum height of 12' upon Customer request at an additional cost.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

Company can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Fertilization (Not included)

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

vii. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

viii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

III. IRRIGATION (Not Included)

Company shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. Company will be responsible for controlling the amount of water used for irrigation and any damage that results from overwatering and insufficient watering. Company is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these “watering guidelines” will not be Company's responsibility.

Company will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than Company due to construction, vandalism, or other causes shall be reported to the Customer. Company, if authorized by the Customer, shall repair the damage at a Time and Material rate.

Company is approved to make repairs up to \$500 per wet check or work order without the approval of the Customer.

IV. MULCHING

Mulch is provided as an additional service. Company will provide this service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

V. ANNUAL FLOWERS MAINTENANCE PROGRAM

Annual Flowers are provided as an additional service. Company will provide this service for Annual Flowers upon Customer request at an additional cost.

Company will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.

VI. ADDITIONAL SERVICES

Company is a full-service Landscape Company. We offer many solutions to all horticultural-related needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

Company shall provide services over and above the contract specifications with written authorization from the Customer. Rates for labor shall be provided upon request.

VII. REQUIRED ADDENDUMS / LANDSCAPE ALTERATIONS

Company shall not be responsible for the following additional service requests unless specifically agreed to in writing in an Addendum to this Agreement:

- i. Damage caused to decorative concrete curbing.
- ii. Damage caused to stucco on homes and/or fences if a maintenance strip is not installed.
- iii. **Maintenance** of additional landscape installed by the homeowner; and
- iv. **Maintenance** of backyards if a privacy fence is installed, which requires smaller push mowers and string trimming to entire perimeter fence.



PO Box 917
Parrish, FL 34219

813.564.2322
www.sitexaquatics.com

Aquatic Management Agreement

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

Customer: Two Rivers North CDD
C/O: Inframark
Contact: Mrs. Angie Grunwald
Address: 2005 Pan Am Circle Ste 300 Tampa, FL 33607
Email: Angie.Grunwaldf@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:

7 waterways (19 acres) at the Two Rivers North 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. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-Construction trash removal | Included |


Service shall consist of Twenty-Four (24) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 08/01/23 thru 08/01/24 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$956.00
Total Annual Maintenance Cost: \$11,472.00

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

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

			07/11/2023
Accepted By	Date	President, Sitex Aquatics llc.	Date

Terms & Conditions

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

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

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

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

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

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

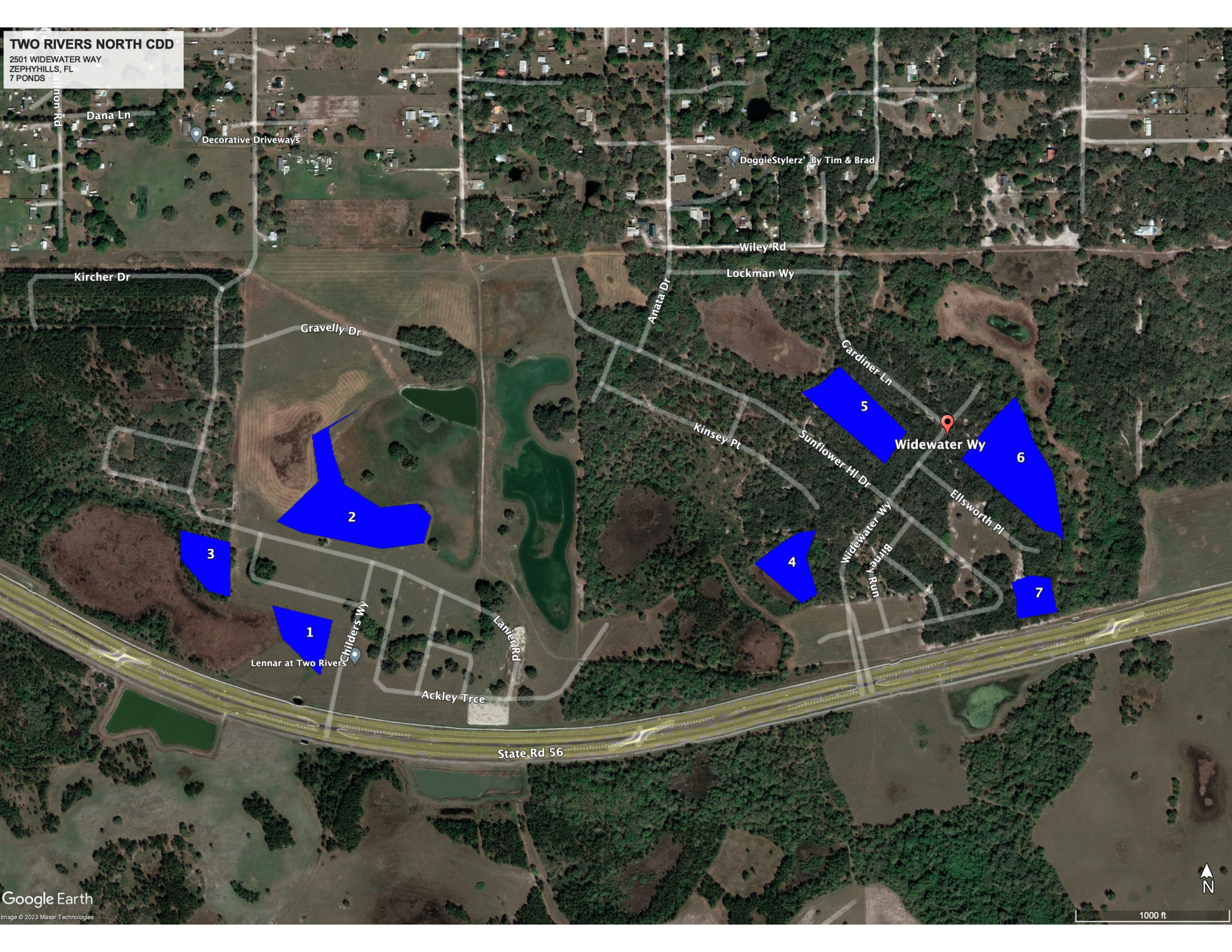
It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

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

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

TWO RIVERS NORTH CDD
2501 WIDEWATER WAY
ZEPHYRHILLS, FL
7 PONDS



Dana Ln
Decorative Driveways

DoggieStylers' By Tim & Brad

Kircher Dr

Wiley Rd

Lockman Wy

Gravelly Dr

Anata Dr

Gardiner Ln

2

Kinsey Pt

Sunflower Hl Dr

Widewater Wy

6

3

Widewater Wy

Ellsworth Pl

7

1

Childers Wy

Lanier Rd

4

Widewater Wy

Birken Run

Lennar at Two Rivers

Ackley Tree

State Rd 56



**TWO RIVERS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

June 20, 2023, 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 20, 2023, 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

Angie Grunwald called the Regular Meetings of the Board of Supervisors of the Two Rivers North Community Development District to order on **Tuesday, June 20, 2023, at 11:01 a.m.**

Board Members Present and Constituting a Quorum:

Carlos De La Ossa	Vice-Chairman
Kelly Evans	Supervisor
Thomas Spence	Supervisor

Staff Members Present:

Angie Grunwald	District Manager, Inframark
Brian Lamb	District Manager, Inframark
John Vericker	District Counsel, Straley & Robin, P.A.
Michael Broadus	District Counsel, Straley & Robin, P.A.

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

District Counsel Michael Broadus briefly introduced himself to the Board.

B. District Engineer

C. District Manager

There were no District Engineer or Managers reports at this time.

4. BUSINESS ITEMS

A. Acceptance of CDD WREC Agreement for Two Rivers North Phase 2 – A1 and A2

The Board reviewed and motioned to accept the CDD WREC Agreement for Two Rivers North Phase 2 – A1 and A2.

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MOTION TO:	Accept the CDD WREC Agreement for Two Rivers North Phase 2 – A1 and A2.
MADE BY:	Supervisor de la Ossa
SECONDED BY:	Supervisor Spence
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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B. General Matters of the District

There were no additional general matters of the district currently.

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5. CONSENT AGENDA ITEMS

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- A. Consideration of Regular Board of Supervisors Meeting May 16, 2023**
- B. Consideration of Operations and Maintenance Expenditures April 2023**
- C. Consideration of Operations and Maintenance Expenditures May 2023**
- D. Review of Financial Statements for Month Ended May 31, 2023**

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The Board reviewed and approved Consent Agenda items A through D.

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MOTION TO:	Approve Consent Agenda Items A through D as stated.
MADE BY:	Supervisor de la Ossa
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

Supervisor Evans expressed concerns with the Pond Banks common areas.

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7. ADJOURNMENT

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MOTION TO:	Adjourn the Regular Meeting.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor de la Ossa
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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

**These minutes were done in summary format.*

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

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

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Signature

Printed Name

Title:

- Secretary**
- Assistant Secretary**

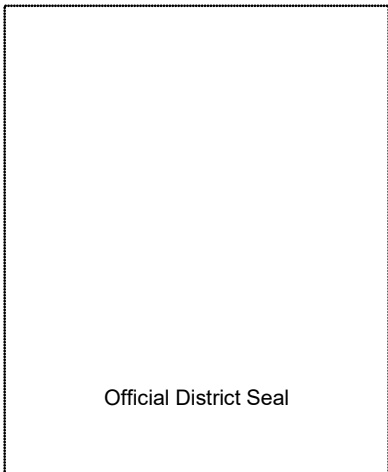
Signature

Printed Name

Title:

- Chairman**
- Vice Chairman**

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Recorded by Records Administrator

Signature

Date

TWO RIVERS NORTH CDD Summary of Operations and Maintenance Invoices
--

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
INFRAMARK LLC	96872	\$3,848.95		DISTRICT INVOICE JUNE 2023
Monthly Contract Subtotal		\$3,848.95		
Variable Contract				
CARLOS DE LA OSSA	CDLO 051623	\$200.00		SUPERVISOR FEE 05/16/23
CARLOS DE LA OSSA	CDLO 062023	\$200.00	\$400.00	SUPERVISOR FEE 06/20/23
KELLY ANN EVANS	KE 062023	\$200.00		SUPERVISOR FEE 06/20/23
STRALEY ROBIN VERICKER	23192	\$6,642.75		GENERAL CONSULTING - PROFESSIONAL SERVICES THRU - 05/15/23
THOMAS R. SPENCE	TS 051623	\$200.00		SUPERVISOR FEE 05/16/23
THOMAS R. SPENCE	TS 062023	\$200.00	\$400.00	SUPERVISOR FEE 06/20/23
Variable Contract Subtotal		\$7,642.75		
Utilities				
Utilities Subtotal		\$0.00		
Regular Services				
Stantec	2091009	\$145.50		PROFESSIONAL SERVICES THRU - 05/26/23
Regular Services Subtotal		\$145.50		
Additional Services				
Additional Services Subtotal		\$0.00		
TOTAL		\$11,637.20		

Approved (with any necessary revisions noted):

Signature: _____

TWO RIVERS NORTH CDD Summary of Operations and Maintenance Invoices
--

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

Title (Check one):

Chariman Vice Chariman Assistant Secretary



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

#96872

DATE

6/23/2023

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**

7/23/2023

Services provided for the Month of: June 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Administration	1	Ea	375.00		375.00
District Management	1	Ea	2,083.33		2,083.33
Accounting Services	1	Ea	750.00		750.00
Financial & Revenue Collection	1	Ea	100.00		100.00
Recording Secretary	1	Ea	200.00		200.00
Technology/Data Storage	1	Ea	50.00		50.00
Website Maintenance / Admin	1	Ea	100.00		100.00
Rental & Leases	1	Ea	50.00		50.00
Postage	3	Ea	3.36		10.08
Eric Davidson: 3-23-2023 SPRINGHILL SUITES LAND: Meeting Expense \$130.54	1	Ea	130.54		130.54
Subtotal					3,848.95

Subtotal	\$3,848.95
Tax	\$0.00
Total Due	\$3,848.95

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

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

TWO RIVERS NORTH CDD

MEETING DATE: May 16, 2023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister		Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Zook		Accept	\$200
Kelly Evans	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Brian Lamb

CdIO 051623

TWO RIVERS NORTH CDD

MEETING DATE: June 20, 2023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister		Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Zook		Accept	\$200
Kelly Evans	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Angie Grunwald

CdID 062023

TWO RIVERS NORTH CDD

MEETING DATE: June 20, 2023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister		Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Zook		Accept	\$200
Kelly Evans	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Angie Grunwald

KE 062023

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

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

June 05, 2023

Client: 001561

Matter: 000001

Invoice #: 23192

Page: 1

RE: General

For Professional Services Rendered Through May 15, 2023

SERVICES

Date	Person	Description of Services	Hours	Amount
4/17/2023	VKB	REVIEW AGENDA PACKAGE; TELECONFERENCE WITH DISTRICT MANAGER RE: UPCOMING BOARD MEETING.	0.2	\$75.00
4/18/2023	VKB	PREPARE FOR AND ATTEND BOARD MEETING VIA TELEPHONE.	0.2	\$75.00
4/24/2023	JMV	PREPARE RESOLUTION FOR CDD BOARD MEETING.	0.6	\$225.00
4/24/2023	JMV	REVIEW COMMUNICATION FROM M. ALVAREZ; REVIEW LEGAL NOTICE.	0.2	\$75.00
4/26/2023	LB	FINALIZE RESOLUTION APPROVING PROPOSED BUDGET FOR FY 2023/2024 AND SETTING PUBLIC HEARING; PREPARE CORRESPONDENCE TO DISTRICT MANAGER RE SAME.	0.3	\$52.50
4/28/2023	JMV	TELEPHONE CALL FROM A. GRUNWALD RE: CDD MEETING PROCEDURES; DRAFT EMAIL TO A. GRUNWALD.	0.3	\$112.50
5/1/2023	KCH	REVIEW AGENDA AND PROPOSALS SUBMITTED AND ATTEND BOS MEETING VIA ZOOM; BEGIN PREPARING CONSTRUCTION AGREEMENTS FOR A1 AND A2.	1.8	\$585.00
5/3/2023	KCH	REVIEW AIA DOCUMENT/AGREEMENT FOR CONSTRUCTION; BEGIN TO PREPARE PARCEL A1 AGREEMENT AND PARCEL A2 AGREEMENT.	2.7	\$877.50
5/4/2023	LB	REVIEW STATUS OF PREPARING DECLARATION OF CONSENT FOR ENTIRE PROJECT; PREPARE NOTATION ON DEBT ASSESSMENT SPREADSHEET RE NEED TO PREPARE SAME.	0.3	\$52.50

SERVICES

Date	Person	Description of Services	Hours	Amount
5/4/2023	KCH	REVIEW AND PREPARE AIA DOCUMENT A201-2017 FOR PARCEL A1 PROJECT; REVIEW AND PREPARE AIA DOCUMENT A101-2017 FOR PARCEL A1 PROJECT; REVIEW AND PREPARE ADDENDUM #1 TO AIA AGREEMENT FOR PARCEL A1 PROJECT.	3.7	\$1,202.50
5/5/2023	KCH	REVIEW AND PREPARE AIA DOCUMENT A201-2017 FOR PARCEL A2 PROJECT; REVIEW AND PREPARE AIA DOCUMENT A101-2017 FOR PARCEL A2 PROJECT; REVIEW AND PREPARE ADDENDUM #1 TO AIA AGREEMENT FOR PARCEL A2 PROJECT.	3.1	\$1,007.50
5/8/2023	KCH	WORK ON CONSTRUCTION CONTRACTS; REVIEW OF HARDSCAPE BID INFORMATION.	2.8	\$910.00
5/12/2023	KCH	FINALIZE AIA DOC A101 AGREEMENTS FOR PARCELS PA1 and PA2.	2.7	\$877.50
5/15/2023	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.3	\$112.50
5/15/2023	VKB	REVIEW AGENDA PACKAGE; TELECONFERENCE WITH DISTRICT MANAGER RE: UPCOMING BOARD MEETING.	0.2	\$75.00
5/15/2023	KCH	FINAL REVIEW OF PA1 AND PA2 AGREEMENTS AND FINAL DISCUSSION WITH M.STRALEY REGARDING SAME.	0.9	\$292.50
Total Professional Services			20.3	\$6,607.50

DISBURSEMENTS

Date	Description of Disbursements	Amount
4/19/2023	Postage	\$0.60
5/15/2023	Photocopies	\$34.65
Total Disbursements		\$35.25

June 05, 2023
Client: 001561
Matter: 000001
Invoice #: 23192

Page: 3

Total Services	\$6,607.50
Total Disbursements	\$35.25
Total Current Charges	\$6,642.75
Previous Balance	\$2,716.70
PAY THIS AMOUNT	\$9,359.45

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
22968	March 30, 2023	\$461.50	\$0.00	\$0.00	\$0.00	\$7,104.25
23061	May 03, 2023	\$2,252.50	\$2.70	\$0.00	\$0.00	\$8,897.95
Total Remaining Balance Due						\$9,359.45

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$6,642.75	\$2,255.20	\$461.50	\$0.00

TWO RIVERS NORTH CDD

MEETING DATE: May 16, 2023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister		Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Zook		Accept	\$200
Kelly Evans	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Brian Lamb

TS 051623

TWO RIVERS NORTH CDD

MEETING DATE: June 20, 2023

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister		Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Zook		Accept	\$200
Kelly Evans	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Angie Grunwald

TS 062023

Invoice Number	2091009
Invoice Date	June 12, 2023
Purchase Order	215616738
Customer Number	175059
Project Number	215616738

Bill To

Two Rivers North Community Development District
 Accounts Payable
 c/o Inframark
 210 North University Drive, Suite 702
 Coral Springs FL 33071
 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States

Project	Two Rivers North CDD			
	Project Manager	Stewart, Tonja L	For Period Ending	May 26, 2023
	Current Invoice Total (USD)	145.50		

Process requisitions

Top Task **2023** **2023 FY General Consulting**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Olszewski, Cynthia (Cyndi)	0.50	139.00	69.50
Nurse, Vanessa M	0.50	152.00	76.00
Subtotal Professional Services	1.00		145.50

Top Task Subtotal	2023 FY General Consulting	145.50
Total Fees & Disbursements		145.50
INVOICE TOTAL (USD)		145.50

Due upon receipt or in accordance with terms of the contract

Please contact Summer Fillinger if you have any questions concerning this invoice.

Phone: (262) 241-8222 [E-mail: Summer.Fillinger@Stantec.com](mailto:Summer.Fillinger@Stantec.com)

**** PLEASE SEND AN INVOICE # WITH PAYMENT ****

Thank you.

Two Rivers North Community Development District

Financial Statements
(Unaudited)

Period Ending
June 30, 2023

Prepared by:



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

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of June 30, 2023

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2022		SERIES 2022		GENERAL		TOTAL
		DEBT SERVICE FUND	PROJECTS FUND	FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND			
ASSETS								
Cash - Operating Account	\$ 1,044	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,044
Due From Other Funds	-	-	38	-	-	-	-	38
Investments:								
Acquisition & Construction Account	-	-	3,178,442	-	-	-	-	3,178,442
Reserve Fund	-	608,939	-	-	-	-	-	608,939
Revenue Fund	-	7,352	-	-	-	-	-	7,352
Fixed Assets								
Construction Work In Process	-	-	-	10,436,499	-	-	-	10,436,499
Amount To Be Provided	-	-	-	-	-	18,414,500	-	18,414,500
TOTAL ASSETS	\$ 1,044	\$ 616,291	\$ 3,178,480	\$ 10,436,499	\$ 18,414,500	\$ -	\$ -	\$ 32,646,814
LIABILITIES								
Accounts Payable	\$ 41,838	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,838
Bonds Payable	-	-	-	-	18,414,500	-	-	18,414,500
Due To Other Funds	-	38	-	-	-	-	-	38
TOTAL LIABILITIES	41,838	38	-	-	18,414,500	-	-	18,456,376

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of June 30, 2023

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2022	SERIES 2022	GENERAL	GENERAL	TOTAL
		DEBT SERVICE FUND	CAPITAL PROJECTS FUND	FIXED ASSETS FUND	LONG-TERM DEBT FUND	
<u>FUND BALANCES</u>						
Restricted for:						
Debt Service	-	616,253	-	-	-	616,253
Capital Projects	-	-	3,178,480	-	-	3,178,480
Unassigned:	(40,794)	-	-	10,436,499	-	10,395,705
TOTAL FUND BALANCES	(40,794)	616,253	3,178,480	10,436,499	-	14,190,438
TOTAL LIABILITIES & FUND BALANCES	\$ 1,044	\$ 616,291	\$ 3,178,480	\$ 10,436,499	\$ 18,414,500	\$ 32,646,814

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023
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
REVENUES				
Special Assmnts- Tax Collector	\$ 282,395	\$ -	\$ (282,395)	0.00%
Special Assmnts- CDD Collected	193,272	-	(193,272)	0.00%
Developer Contribution	-	67,782	67,782	0.00%
TOTAL REVENUES	475,667	67,782	(407,885)	14.25%
EXPENDITURES				
<u>Administration</u>				
Supervisor Fees	-	3,000	(3,000)	0.00%
ProfServ-Dissemination Agent	4,200	-	4,200	0.00%
ProfServ-Info Technology	500	450	50	90.00%
ProfServ-Recording Secretary	2,000	1,800	200	90.00%
ProfServ-Tax Collector	2,625	1,749	876	66.63%
ProfServ-Trustee Fees	-	4,041	(4,041)	0.00%
District Counsel	9,500	9,200	300	96.84%
District Engineer	9,500	1,767	7,733	18.60%
Administrative Services	3,750	3,375	375	90.00%
District Manager	20,834	18,750	2,084	90.00%
Accounting Services	19,000	6,750	12,250	35.53%
Auditing Services	6,000	-	6,000	0.00%
Website Compliance	2,900	1,500	1,400	51.72%
Postage, Phone, Faxes, Copies	500	62	438	12.40%
Rentals & Leases	500	450	50	90.00%
Public Officials Insurance	2,500	2,250	250	90.00%
Legal Advertising	3,598	374	3,224	10.39%
Bank Fees	25	214	(189)	856.00%
Meeting Expense	4,000	-	4,000	0.00%
Website Administration	2,000	900	1,100	45.00%
Miscellaneous Expenses	250	281	(31)	112.40%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	(31)	206	-17.71%
Total Administration	94,457	56,882	37,575	60.22%
<u>Electric Utility Services</u>				
Utility - Electric	12,000	-	12,000	0.00%
Utility - StreetLights	75,000	-	75,000	0.00%
Total Electric Utility Services	87,000	-	87,000	0.00%

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023
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
<u>Garbage/Solid Waste Services</u>				
Garbage - Recreation Facility	2,800	-	2,800	0.00%
Total Garbage/Solid Waste Services	2,800	-	2,800	0.00%
<u>Water-Sewer Comb Services</u>				
Utility - Water	4,500	-	4,500	0.00%
Total Water-Sewer Comb Services	4,500	-	4,500	0.00%
<u>Stormwater Control</u>				
Aquatic Maintenance	17,500	-	17,500	0.00%
Aquatic Plant Replacement	500	-	500	0.00%
Total Stormwater Control	18,000	-	18,000	0.00%
<u>Other Physical Environment</u>				
Contracts - Landscape	14,000	-	14,000	0.00%
Insurance - General Liability	3,200	2,750	450	85.94%
Insurance -Property & Casualty	22,500	-	22,500	0.00%
R&M-Other Landscape	5,000	-	5,000	0.00%
Landscape - Mulch	18,500	-	18,500	0.00%
Landscape Maintenance	136,360	-	136,360	0.00%
Entry/Gate/Walls Maintenance	1,500	-	1,500	0.00%
Plant Replacement Program	10,000	-	10,000	0.00%
Irrigation Maintenance	5,000	-	5,000	0.00%
Total Other Physical Environment	216,060	2,750	213,310	1.27%
<u>Road and Street Facilities</u>				
Sidewalk & Pavement Repair	1,500	-	1,500	0.00%
Total Road and Street Facilities	1,500	-	1,500	0.00%
<u>Parks and Recreation</u>				
Field Services	12,000	-	12,000	0.00%
Clubhouse - Facility Janitorial Service	7,500	-	7,500	0.00%
Contract - Park Facility Janitorial Maintenance	1,500	-	1,500	0.00%
Contracts-Pools	12,000	-	12,000	0.00%
Janitorial Services & Supplies	750	-	750	0.00%
Telephone/Fax/Internet Services	950	-	950	0.00%
R&M-Pools	2,500	-	2,500	0.00%
Recreation / Park Facility Maintenance	7,500	-	7,500	0.00%
Recreation Equip. Maint.	1,000	-	1,000	0.00%
Playground Equipment and Maintenance	300	-	300	0.00%

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023
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
Special Events	500	-	500	0.00%
Access Control	2,000	-	2,000	0.00%
Pool Permits	350	-	350	0.00%
Total Parks and Recreation	48,850	-	48,850	0.00%
<u>Contingency</u>				
Misc-Contingency	2,500	-	2,500	0.00%
Total Contingency	2,500	-	2,500	0.00%
TOTAL EXPENDITURES	475,667	59,632	416,035	12.54%
Excess (deficiency) of revenues				
Over (under) expenditures	-	8,150	8,150	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		(48,944)		
FUND BALANCE, ENDING		\$ (40,794)		

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023
Series 2022 Debt Service Fund (204)
(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	\$ -	\$ 17,124	\$ 17,124	0.00%
Special Assmnts- CDD Collected	-	1,160,221	1,160,221	0.00%
TOTAL REVENUES	-	1,177,345	1,177,345	0.00%
EXPENDITURES				
Debt Service				
Principal Debt Retirement	275,000	275,000	-	100.00%
Interest Expense	941,034	902,656	38,378	95.92%
Total Debt Service	1,216,034	1,177,656	38,378	96.84%
TOTAL EXPENDITURES	1,216,034	1,177,656	38,378	96.84%
Excess (deficiency) of revenues Over (under) expenditures	(1,216,034)	(311)	1,215,723	0.03%
OTHER FINANCING SOURCES (USES)				
Debt Proceeds	1,216,034	-	(1,216,034)	0.00%
TOTAL FINANCING SOURCES (USES)	1,216,034	-	(1,216,034)	0.00%
Net change in fund balance	\$ -	\$ (311)	\$ (311)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		616,564		
FUND BALANCE, ENDING		\$ 616,253		

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023
Series 2022 Capital Projects Fund (304)
(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	\$ -	\$ 100,679	\$ 100,679	0.00%
TOTAL REVENUES	-	100,679	100,679	0.00%
EXPENDITURES				
Construction In Progress				
Construction in Progress	-	1,619,791	(1,619,791)	0.00%
Total Construction In Progress	-	1,619,791	(1,619,791)	0.00%
TOTAL EXPENDITURES	-	1,619,791	(1,619,791)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(1,519,112)	(1,519,112)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		4,697,592		
FUND BALANCE, ENDING		<u>\$ 3,178,480</u>		

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023
General Fixed Assets Fund (900)
(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%
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	-	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		10,436,499		
FUND BALANCE, ENDING		\$ 10,436,499		

TWO RIVERS NORTH CDD

Bank Reconciliation

Bank Account No. 5652 TRUIST- GF Operating
 Statement No. 06-23
 Statement Date 6/30/2023

G/L Balance (LCY)	1,044.39	Statement Balance	1,189.89
G/L Balance	1,044.39	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	1,044.39	Subtotal	1,189.89
Negative Adjustments	0.00	Outstanding Checks	145.50
	<hr/>	Differences	0.00
Ending G/L Balance	1,044.39	Ending Balance	1,044.39
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference	
Checks							
6/1/2023	Payment	1039	CARLOS DE LA OSSA	200.00	200.00	0.00	
6/1/2023	Payment	1040	INFRAMARK LLC	3,709.23	3,709.23	0.00	
6/1/2023	Payment	1041	KELLY ANN EVANS	200.00	200.00	0.00	
6/1/2023	Payment	1042	NICHOLAS J. DISTER	400.00	400.00	0.00	
6/1/2023	Payment	1043	STRALEY ROBIN VERICKER	2,716.70	2,716.70	0.00	
6/1/2023	Payment	1044	THOMAS R. SPENCE	400.00	400.00	0.00	
6/22/2023	Payment	1045	INFRAMARK LLC	7,566.10	7,566.10	0.00	
6/21/2023		JE000129	Bank Fees	24.08	24.08	0.00	
Total Checks				15,216.11	15,216.11	0.00	
Deposits							
5/30/2023		JE000110	CK#2032731##### - Dev Funding	G/L	7,614.10	7,614.10	0.00
6/15/2023		JE000128	CK#1716137##### - Dev Funding	G/L	7,767.92	7,767.92	0.00
Total Deposits				15,382.02	15,382.02	0.00	
Outstanding Checks							
6/29/2023	Payment	1046	Stantec	145.50	0.00	145.50	
Total Outstanding Checks.....				145.50		145.50	