TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

JUNE 18, 2024 AGENDA PACKAGE



2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33604

Regular Meeting Agenda

Tuesday, June 18, 2024, at 11:00 a.m.

The Regular Meeting of Two Rivers North Community Development District will be held on June 18, 2024, at 11:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638. For those who intend to call in below is the Teams link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Microsoft Teams meeting; Join the meeting now

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

REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENTS ON AGENDA ITEMS (Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)
- 3. BUSINESS ITEMS
 - A. Consideration of Resolution 2024- 03; Setting Public Hearing for Amenity Recreational Rules & Policies
 - B. Consideration of Resolution 2024- 04; Setting Public Hearing for Towing Policies
 - C. Consideration of Landscape Agreement for A1 Amenity
 - D. Consideration of Landscape Proposals for Street Side Mowing Along 56
 - E. Consideration of Pool Janitorial Proposals
 - F. Consideration of Dog Station Purchase, Installation & Monthly Service
 - G. Consideration of Amenity Pest Control Proposals
 - H. Ratify Fence Easement Agreements for 35202 and 35180 Ackley Trace
- 4. CONSENT AGENDA
 - A. Approval of Minutes of the April 16, 2024; Regular Meeting
 - B. Consideration of Operation and Maintenance Expenditures May 2024
 - C. Acceptance of the Financials and Approval of the Check Register for May 2024
- 5. BUILDER REQUESTS AND COMMENTS
 - A. Lennar
 - B. DR Horton
- 6. STAFF REPORTS
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. Community Inspection Reports
- 7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
- 8. PUBLIC COMMENTS
- 9. ADJOURNMENT

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE AMENITIES RULES & POLICIES.

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

WHEREAS, the Board of Supervisors of the District (hereinafter the "**Board**") is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders for the District; and

WHEREAS, the District set August 20, 2024, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication.

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

Section 1: The Board hereby adopts the Amenities Rules and Policies as attached

hereto as **Exhibit "A"**.

Section 2: This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18th DAY OF June 2024.

Attest:	Two Rivers North Community Development District		
Print Name:	Print Name:		
Secretary/ Assistant Secretary	Chair/ Vice Chair of the Board of Supervisors		

TWO RIVERS NORTH

Community Development District

Recreational Facilities Rules & Regulations

Proposed June 2024

Recreational Facilities Rules & Regulations

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Recreational Facilities Rules & Regulations

<u>General</u>

The Two Rivers North Community Development District (the "District") has adopted these Rules and Regulations for the safety and security of the District and its Members (as defined herein). The Board of Supervisors may modify these Rules and Regulations from time to time as needed.

Violations of the Rules and Regulations are subject to verbal warnings, written warnings, suspension, and further actions taken as outlined in the Rules and Regulations and deemed appropriate by the Board of Supervisors and its duly authorized representatives.

Definitions

All capitalized terms shall have the meanings as defined herein.

- 1. Adult An individual eighteen (18) years of age, or older.
- 2. Amenity Access Cards (also referred to as "Fobs") Amenity Access Cards or Fobs are issued to eligible Members who meet the requirements contained in these Rules and Regulations strictly for the use of the Member to access the Recreational Facilities in accordance with these Rules and Regulations.
- 3. Annual Pass; Annual Passholders An Annual Pass may be purchased by a non-resident of the District at the average cost of the O&M expenses for the current fiscal year per household. Annual Passholders have the right to use the Community Facilities and will be subject to the same Rules and Regulations and Penalties as Residents within the District.
- 4. Board of Supervisors The Board of Supervisors of the Two Rivers North Community Development District.
- 5. Common Areas All real property (including the improvements thereto) now or hereafter owned by the District for the common use.
- 6. Community Facilities All areas included in the Recreational Facilities and Common Areas.
- 7. District Management; District Manager Those agents and representatives of the management firm hired by the District.

- 8. Guest(s) A Member who is 18 years or older shall be responsible for all Guests within the Community Facilities. All Members shall remain with their Guests at all times. The District Manager may make accommodations as necessary for unaccompanied Guests. Approvals for unaccompanied Guests must be received in advance and are at the discretion of the District Manager.
- 9. Household A house and its occupants regarded as a unit.
- 10. Member A Resident, Annual Passholder or Tenant.
- 11. Pool Cabana Covered area near the pool.
- 12. Properties Shall mean and refer to that certain real property located within the District boundaries, and such additions thereto as may hereafter be brought within the boundaries of the District.
- 13. Recreational Facilities Includes the swimming pool facilities, picnic area, basketball court, pickle ball court, playground, restrooms, and dog park.
- 14. Staff Those individuals employed by the District such as the field services manager and maintenance personnel.
- 15. Resident A homeowner living within the District's boundaries.
- 16. Rules and Regulations Any written rules or regulations adopted, implemented or published by the District or its Board of Supervisors, at any time and from time to time amended, with respect to the conduct and security of the Members and their Guests, invitees, agents and contractors within the Properties.
- 17. Tenant A lessee of a dwelling within the District who has had privileges for use transferred pursuant to these Rules and Regulations.

Conduct Code

Improper conduct, obscenities, verbal or physical threats by Members and/or Guests will not be tolerated anywhere in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for their family, guests, and invitees.

All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, Guests and Staff. The District Manager has the authority to discipline within the Rules and Regulations any person for conduct which, in their opinion, tends to endanger the welfare, interest or character of the District, as well as for violations of the specific Rules and Regulations of the District.

As stated in the Rules and Regulations, the District and/or Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct that serves to harass or annoy other persons using or working in the Community Facilities.

At the discretion of the Staff and District Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to District Management within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, creates a health or safety problem, creates a hostile environment, or otherwise disturbs others and causes them to fear for their physical well-being may be reported to the local law enforcement agency by Staff members.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff member on duty or to District Management. Members are discouraged from trying to enforce the Rules and Regulations on their own.

Staff, fellow Members and Guests are to be treated in a courteous and considerate manner. No member of the Staff shall be reprimanded or harassed in any way by a Member or Guest. All complaints regarding services rendered by any Staff member must be made to the onsite Manager or District Management.

Members shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

Lease Procedures and Transfer of Privileges

All Tenants living within the District's boundaries must be listed on the Lease Agreement. Leases must contain a clause indicating that the Tenant has received a copy of all District Rules and Regulations and agrees to be bound by them. A Tenant may not transfer privileges to another person. Upon transferring his or her privileges to a Tenant, the homeowner no longer has any privileges to use the Community Facilities until such time that the District Manager is notified of termination of transfer and the Amenity Access Cards or Fobs for the Tenant are returned. In the event a home is sold, the homeowner's Amenity Access Card or Fob is to be turned in to the District Manager. The card will be deactivated and reissued to the new homeowner.

Use of Community Facilities

- Community Facilities are for the use of Members and Guests. Staff may ask to inspect proper identification and those persons not showing it may be required to leave. <u>All Community Facilities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.</u>
- 2. Each household or Annual Passholder is allowed up to five (5) Guests at one time unless prior approval for additional Guests is given by District Management. Guests must be accompanied by a member of the household who is 18 years old or older.
- 3. Members and Guests may use the Recreational Facilities as follows:
 - a. Each household/Annual Passholder will be issued one (1) Amenity Access Card or Fob. This card is for use by the cardholder only.
 - b. The Amenity Access Card or Fob is used to access the swimming pool and bathrooms. Age restrictions apply.
 - c. When you use the Amenity Access Card or Fob, your name and time of entry are registered.
 - d. Your Amenity Access Card or Fob is your responsibility. If you misplace your Amenity Access Card or Fob, please contact the District Manager immediately so that it can be deactivated.
 - e. Replacement Amenity Access Cards or Fobs will be issued at a charge of \$25 per Amenity Access Card or Fob.
 - f. Hours for the Community Facilities are from dawn to dusk. Pasco County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.
 - g. When applying for a replacement Amenity Access Card or Fob, State issued identification must be presented (i.e. a driver's license, birth certificate, or passport), along with a copy of a utility statement and or a vehicle registration showing the individual's address of residence. Each cardholder is required to sign an Amenity Access Card Agreement. Tenants must also provide a copy of their lease.
 - h. Skateboarding, scooters, or use of similar equipment will not be permitted anywhere on the Community Facilities. This includes the pool area, basketball court and pickle ball court.
 - i. Shirts and shoes are to be worn in the Recreational Facilities, except for the swimming pool area.
 - j. Proper disposal of personal trash is required.
 - k. Profanity and bullying will not be tolerated.

- I. No vandalizing of Community Facilities.
- m. Anyone under the age of sixteen (16) must be accompanied by an Adult while at the swimming pool facilities. Anyone under the age of twelve (12) must be accompanied by an Adult while at basketball court, pickle ball court, dog park, picknick area, or playground.
- n. Diving or flips from the deck into the swimming pool will not be allowed.
- o. No fighting.
- p. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on the Properties.
- q. Members or Guests of any age may not bring or consume alcoholic beverages within the Community Facilities.
- r. Illegal drugs and paraphernalia are prohibited.
- s. Pets (except for service animals as defined by Florida Law) are prohibited within the swimming pool area, and playground. With the exception of the Dog Park, all pets must be on a leash when on any Common Area.
- t. Community Facilities shall be used only for the purpose for which they are designed.
- u. Climbing gates, fences, or gaining access to the Community Facilities through non-traditional or unorthodox means is not allowed.
- Community property may not be altered or removed from any Community Facility without written consent from the Board of Supervisors or District Manager.
- 5. Nothing is to be stored or accumulated on Common Areas. No accumulation of rubbish, debris or unsightly materials will be permitted on Common Areas.
- 6. No person shall commit any nuisance, vandalism, boisterous or improper behavior on or within the Community Facilities that interferes with or limits the enjoyment of the Community Facilities by Members. Anyone damaging community property or Community Facilities must reimburse the District for all costs associated with its repair or replacement. Members are responsible for damages caused by their family, guests and invitees.

- 7. In accordance with the Florida Clean Air Act, smoking is prohibited within the Community Facilities, unless it is within the designated areas established for smoking.
- 8. The District has the right to close any Community Facility. Any Community Facility closed by the District shall not be used in any manner until it is reopened.
- 9. All instructors are independent contractors that must be approved, certified and insured and must have a contractual agreement with the District.
- 10. Except at community-sponsored events as approved by the District Management, bounce houses, waterslides and other similar temporary play structures/equipment are strictly prohibited.
- 11. Call 911 in the event of an emergency and inform the District Manager.

Community Facility Reservation Policies

Private reservations of recreational facilities are prohibited, except as provided in the attached Amenity Center Meeting Room Usage Agreement (Exhibit "A").

Community Ponds

- 1. Swimming is not permitted in any of the stormwater ponds within the District.
- 2. The operation of motorized watercraft upon the stormwater ponds within the District is prohibited. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of his/her duties.
- 3. Fishing in stormwater ponds is prohibited.

Playground Rules (the "Park")

- 1. Park hours are from dawn to dusk.
- 2. The play structures are designed for children under the age of twelve (12).
- 3. Children under the age of twelve (12) must be supervised by an Adult at all times.
- 4. No glass containers are allowed in area.
- 5. Use of profanity and/or disruptive behavior will not be tolerated.
- 6. Report violators, damaged equipment and unsafe conditions to the District Manager.

Swimming Pool Facility (the "Pool Facilities")

- 1. The Pool Facilities are open from dawn until dusk.
- 2. The District assumes no liability for injuries, damage or loss.
- 3. Lifeguards will not be present at the Pool Facilities. All persons using the Pool Facilities do so at their own risk.
- 4. Children under the age of sixteen (16) must be accompanied by an Adult at all times while using the Pool Facilities.
- 5. All persons using the Pool Facilities shall obey the capacity requirements posted, which are defined by Pasco County and the State of Florida.
- 6. Proper swimming attire (bathing suits only) must be worn while using the Pool Facilities.
- 7. No smoking is allowed in the Pool Facilities.
- 8. No diving is allowed.
- 9. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.
- 10. No floatation devices are permitted in the pool, except for swim aids and water aerobic equipment.
- 11. No running or rough housing is allowed in the Pool Facilities. No bikes, roller skates/blades or scooters in pool area.
- 12. No animals with the exception of qualified service animals are allowed within the Pool Facilities.
- 13. Alcohol is prohibited at the Pool Facilities.
- 14. No glass containers of any kind are allowed in the Pool Facilities.
- 15. Radios and/or "boom boxes" may not be played at the pool. All portable electronic devices are allowed if headphones are used.
- 16. Food and beverages are prohibited in the pool and on the pool wet deck area per the Florida Statutes.
- 17. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.

- 18. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
- 19. Call 911 in the event of an emergency.
- 20. The Pool Facilities will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by Staff.

Violation of Rules and Regulations

All persons using or entering the Community Facilities are responsible for compliance with, and shall comply with, the Rules and Regulations established for the safe operations of the Community Facilities.

- 1. Suspension of Rights. The District, through its Board of Supervisors and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to use the Community Facilities for any of the following behaviors:
 - a. Submitting false information on any application for use of the Community Facilities;
 - b. Permitting the unauthorized use of an Amenity Access Card;
 - c. Exhibiting unsatisfactory behavior or appearance;
 - d. Failing to pay amounts owed to the District in a proper and timely manner;
 - e. Failing to abide by any District Rule or Regulation contained herein;
 - f. Treating the District's supervisors, Staff, contractors, or other representatives, or other Member or Guests, in an unreasonable or abusive manner;
 - g. Damaging or destroying District property; or
 - h. Engaging in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, Staff, contractors, or other representatives, or other Members or Guests.
- 2. Authority of Staff. Staff has the ability to remove any person from one or all Community Facilities if any of the above-referenced behaviors are exhibited or actions committed. Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period not to exceed seven days.
- 3. Authority of District Manager. The District Manager may at any time restrict suspend

or terminate for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors. For consideration, all written appeals should be delivered to the District Manager.

4. Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Section 1 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

AMENITY CENTER MEETING ROOM USAGE AGREEMENT RELEASE OF LIABILITY AND INDEMNIFICATION

- 1. TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT (hereinafter, the "District") is the owner of the amenity center meeting room and related facilities (hereinafter, the "Facilities"), located within the Two Rivers North community in Pasco County, Florida.
- 2. The District, by its execution of this Agreement, has approved the use of the amenity center meeting room as described herein, subject to all applicable laws, rules and regulations, and subject to the District's receipt of a rental fee of \$50.00 for rentals up to four (4) hours or \$100.00 for rentals up to six (6) hours, plus a refundable security deposit in the amount of \$200.00 for the Applicant. All monies must be in the form of U.S. Bank Check. Please make two separate checks (one each for the rental fee and security deposit) payable to:

TWO RIVERS NORTH CDD

3.	The undersigned,	, (the Applicant), has applied to the			
	District to use the amenity center meeting room as f	ollows:			
	Applicant Address:				
	Purpose:				
	Date of Event:	Phone:			
	Time of Event (ALL Events shall end by Dusk):				
	Maximum Number of Attendees (NOT TO EXCEED 3	0):			

- **4.** The District has consented to the above use by the Applicant, its agents, employees and invitees.
- 5. In Consideration of the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its agents or employees.

- 6. As further consideration for the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.
- 7. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.
- 8. The security deposit, less the cost of repair of any damage or costs to clean up any mess or litter left following the Event, shall be returned to the Applicant within one (1) week of the Event.

APPLICAINI
Signature
Print Name
Date
TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT
Signature
Print Name & Title
Date

ADDITOANT

In the event that a check is sent back to the Two Rivers North Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

^{*} Non-Sufficient Funds (NSF) Policy:

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

CHECK PAYMENT FORM

This form must be completed by <u>each person</u> issuing a check to the Two Rivers North Community Development District as payment for amenity center meeting room rentals, keys or any other products/services. A copy of the check issuer's driver's license or valid ID must be obtained <u>for each occurrence.</u>

DATE://	
NAME OF ISSUER:	
DOB:	
ADDRESS:	
HOME PHONE: () -	
CELL PHONE: () -	
DRIVER LICENSE NUMBER:	(Please attach a copy of Driver's license.)
PLACE OF EMPLOYMENT:	
WORK PHONE: (
AMOUNT OF CHECK: \$	
REASON FOR CHECK:	
Non-Sufficient Funds (NSF) Policy:	

In the event that a check is sent back to the Two Rivers North Community Development District (the "District") for non- sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

Recreation Center Reservation Policies

The Recreation Center (which does not include the pool area) will be available for rental by residents for a maximum of 6 hours unless otherwise approved by the District Manager. Rentals are on a first come, first serve basis, with **security deposit in place to reserve the date and time**. Rentals may begin as early as 9:00 a.m. and must terminate by 11:00 p.m.

Cancellation Policy: A 72 hour written notice required must be provided prior to event date. Without proper notice, rental fee is non-refundable.

- 1. All persons using the Recreation Center do so at their own risk.
- 2. Children under the age of sixteen must be accompanied by an adult at all times while at the Recreation Center or pool.
- 3. Alcohol is NOT permitted at the Recreation Center or pool presence of alcohol **AUTOMATICALLY FORFEITSSECURITY DEPOSIT** (THERE WILL BE NO EXCEPTIONS).
- 4. Glass beverage containers are NOT permitted at the Recreation Center or pool.
- 5. Furniture shall NOT be removed from the Recreation Center or pool at any time.
- 6. All equipment, furnishings and property of the District shall be found in the same condition after use of the Recreation Center.
- 7. It shall be the responsibility of any resident using the Recreation Center to remove food or other items.
- 8. Non-perishable items left in the Recreation Center after use will be kept for a period of "One Week." Items not claimed by the end of that period will be discarded.
- 9. All persons using the Recreation Center shall obey the Pasco County Noise Ordinance and capacity limits as set by the Fire Marshall.
- 10. Glitter and Confetti are not allowed in Recreation Center
- 11. Residents wishing to reserve the Recreation Center shall contact District staff no later than two weeks preceding the date of intended reservation request. District staff will then review a list of policies and procedures for the reserved special event at the Recreation Center with the applicant. Use of the Recreation Center for parties or other group functions will require the execution of an indemnification agreement and a security deposit.
- 12. Use of the Recreation Center is STRICTLY limited to the confines of the building and adjacent parking area. Use of pool is STRICTLY PROHIBITED and will result in the **FORFEITURE OF THE SECURITY DEPOSIT**.
- 13. Please respect all walls and surface areas of the Recreation Center as you would your own home: DO NOTPLACE TAPE ON WALLS, PUT PUSH-PINS INTO WALLS, ETC.

- 14. All surfaces are to be **thoroughly cleaned** upon the completion of the rental event before leaving the Recreation Center. Failure to thoroughly clean will result to **FORFEITURE OF THE SECURITY DEPOSIT**. The depositor letter of explanation concerning the withholding of any funds shall be forwarded within 10 days. (Wipe all surfaces, tables, chairs; sweep and mop the entire floor area; remove all trash from clubhouse to dumpster replace trash bags). **Note:** the CDD will do its best, but will not be obligated to provide brooms, mops, etc. Renters must provide their own cleaning products and remove them at the conclusion of the event.
- 15. ALL CLEANING MUST BE COMPLETED, and the Recreation Center locked up securely (all windows and doors) by 11 pm of the rental day; persons in the Recreation Center AFTER 11 pm will be considered as TRESPASSING and subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff's Office).
- 16. No person may use the Recreation Center in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the community by other residents. Specifically, no person may use the center in such a manner that creates excessive noise, profanity, or boisterous action.
- 17. Approval of all events is subject to the discretion of the District Manager. The District Manager has within its sole discretion the authority to reduce or waive rental fees for community service functions and events.
- 18. No pets shall be allowed at any time in the center except for service animals as defined by Florida Statutes.
- 19. All exterior doors and windows must be closed when the air conditioning or heat is on and temperatures reset to original settings.
- 20. There is NO SMOKING allowed. Smoking in the Recreation Center will result in the **FORFEITURE OF THESECURITY DEPOSIT.**
- 21. Call 911 in the event of an emergency.
- 22. Violations will be subject to suspension as deemed appropriate by the Board of Supervisors.

APPLICANT	
Signature:	
Print Name:	
Date:	
TWO RIVERS NORTH COMMUNIT	Y DEVELOPMENT
DISTRICT Signature:	Print Name

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S ADOPTION OF ITS TOWING POLICY; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of Chapters 120 and 190, Florida Statutes, among others, the District is authorized to adopt rules and policies regarding the operation of the District's facilities; and

WHEREAS, the District desires to adopt the Towing Policy attached hereto as Exhibit A; and

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

- Section 1. A public hearing will be held to adopt the Towing Policy on July 16, 2024, at 11:00 am at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638.
- <u>Section 2</u>. The District Manager is directed to publish notice of the hearing in accordance with Chapters 120 and 190, Florida Statutes.
 - <u>Section 3</u>. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of June, 2024.

TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

Print Name:	Print Name:
Secretary/ Assistant Secretary	Chair/ Vice Chair of the Board of Supervisors

Exhibit A: Parking and Towing Policy

Two Rivers North Community Development District Parking and Towing Policy

The Two Rivers North Community Development District (the "**District**") has adopted the following policy (the "**Policy**") regarding the parking and towing of vehicles or vessels of any kind (as defined by Section 715.07, Florida Statutes) located on both the District-owned clubhouse parking area, located at 1990 Lanier Rd, Zephyrhills, FL 33541 and 2689 Widewater Wy, Zephyrhills, FL 33541 (the "**District Parking Areas**").

The term District Parking Areas shall include all common areas and sidewalks located adjacent to the District Parking Areas, and the grass strip between the sidewalk and any roadway located adjacent to the District Parking Areas. This Policy is in addition to, and exclusive of, various state laws, county regulations, or homeowners' association standards governing parking.

- 1. There shall be no parking of vehicles on District Parking Areas except during permitted hours only and within a properly posted parking area or within properly marked parking spaces in accordance with this Policy.
- 2. No overnight parking is allowed between the hours of 12:00 a.m. and 6:00 a.m.
- 3. No automobiles, motorcycles, or vehicles of any kind or nature may be parked overnight on District Parking Areas designated as a parking area.
- 4. No commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), may be parked on the District Parking Areas except during the period of delivery or the provision of services to the District.
- 5. No recreational vehicles, trailers of any kind or vessels may be parked on the District Parking Areas.
- 6. Any vehicle parked with 1/4 a tire width or more of a tire on the grass of the District Parking Areas is in violation of this Policy or applicable regulatory requirements and shall be towed, at the sole expense of the owner, in accordance with applicable laws and regulations (including Section 715.07, Florida Statutes).
- 7. Upon discovery of a violation, the towing operator with whom the District enters into a towing authorization agreement shall photograph the evidence of such violation and may then tow the vehicle or vessel from District Parking Areas in accordance with said agreement.
- 8. The towing operator may patrol the District Parking Areas for violations of this Policy (commonly referred to as "roam towing").

ims pone, was adopted by Resolution 11012021 on	This	policy v	was adop	ted by	Resolution	No. 2024	on	
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AMENDMENT #2 TO THE LANDSCAPE MAINTENANCE AGREEMENT

THIS AMENDMENT #2 TO THE LANDSCAPE MAINTENANCE AGREEMENT ("Amendment") is made and entered into this 7th day of June 2024, by and between Two Rivers North CDD A1 ("**Customer**") and SSS Down to Earth Opco LLC dba Down to Earth ("**Contractor**").

WITNESSETH:

WHEREAS, **Customer** and **Contractor** entered into a Landscape Maintenance Agreement dated March 29, 2024 ("Agreement"), pursuant to which **Contractor** agreed to provide **Customer** with certain Services; and

WHEREAS, Customer and Contractor desire to modify the Agreement pursuant to this Amendment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Customer** and **Contractor** agree as follows:

- 1. The Agreement, as amended, including all Exhibits thereto, shall remain in full force and effect, except as modified by this Amendment.
- 2. Commencing on June 7th, 2024, contractor shall begin performing full time maintenance of all landscaping around the A1 amenity center. The annual contract price shall be increased accordingly by \$18,715 for a total annual contract price of \$71,685.
- 3. **Customer** and **Contractor** agree to abide by the provision of services, as set forth above. Capitalized terms used but not defined herein will have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Amendment to be executed as of the date first set forth above.

Two Rivers North CDD A-1

SSS Down to Earth Opco, LC

By:	By: Name: Title:	
Date:	Date:	

Addendum #3 to the Landscape Maintenance Services Agreement

This Addendum #3 to the Landscape Maintenance Services Agreement (this "Addendum #3") is made and entered into as of June 7, 2024, by and between the **Two Rivers North Community Development District** (the "**District**") and **Down to Earth Landscape & Irrigation, LLC**, a Florida limited liability company (the "**Contractor**").

Background Information:

The District and the Contractor entered into the Landscape Maintenance Services Agreement dated July 20, 2023 (the "Agreement"). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement. The District and the Contractor desire to add additional soil sample and fertilization services to the scope of services and to update the compensation accordingly. The Contractor submitted proposals for such additional services which have been incorporated into this Addendum #3. The District and the Contractor each has the authority to execute Addendum #3 and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum #3 so that this Addendum #3 constitutes a legal and binding obligation of each party hereto.

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

- 1. <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Addendum #3.
- **2.** Addition to Scope of Services. Contractor agrees to provide additional services by performing full time maintenance for all of the landscaping around the A-1 amenity center. Contractor shall provide all labor and equipment necessary for these services.
- **3.** Additional Compensation for Additional Services. Contractor shall perform the additional services around A-1 amenity center for the annual amount of \$18,715.00, increasing the total annual contract price to \$71,685.00. The total additional monthly amount added to the Agreement will be \$1,559.58.
- **4.** Ratification of all Other Terms of the Agreement. Except as hereby modified, the terms and conditions (including compensation) of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned have executed this Addendum #3 effective as of the date written above.

Down to Earth Landscape & Irrigation, LLC	Two Rivers North Community Development District
By:	-
Name:	
Title:	Carlos de la Ossa
	Chair of the Board of Supervisors



Customer Address

Billing Address

Inframark AP Invoices
Inframark
210 N. University Drive, Suite 702
Coral Springs, FL 33071

Physical Job Address

Two Rivers North CDD - Northwater 35726 Durand Court Zephyrhills, FL 33541

Estimate: #86257

Job

Estimated Job Start Date

Proposed By

Due Date

Two Rivers North Water street mowing

June 19, 2024

Louis B Sheehan III

Estimate Details					
Description of Services & Materials	Unit	Quantity	Rate	Amount	
Tree/Plant Installation					
Mowing front area up to street	Each	1	\$714.97	\$714.97	
			Subtotal	\$714.97	
			Job Total	\$714.97	

Please mow remaining grass areas out front of the main entrance to the street on both sides.

Proposed By:

Agreed & Accepted By:

Louis B Sheehan III

Down to Earth
Landscape & Irrigation

Date

Two Rivers North CDD Northwater

Date



Estimate: #86262

Customer Address

Billing Address

Inframark AP Invoices Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071 **Physical Job Address**

Two Rivers North CDD A2 Durand Ct. Zephyrhills, FL 33541

<u>Job</u>

Estimated Job Start Date

Proposed By

Due Date

Mow front areas up to road

June 12, 2024

Louis B Sheehan III

Estimate Details						
Description of Services & Materials	Unit	Quantity	Rate	Amount		
Tree/Plant Installation						
Mow front entrance area on both sides to the street	Each	1	\$649.99	\$649.99		
			Subtotal	\$649.99		
			Job Total	\$649.99		

Please mow front area on both	sides of front entrance to the street					
Proposed By:		Agreed & Accepted By:	Agreed & Accepted By:			
Louis B Sheehan III	05/22/2024					
Down to Earth Landscape & Irrigation	Date	Two Rivers North CDD A2	Date			



Jayman Enterprises, LLC

Contract Cleaning Agreement

This agreement is made this 11th day of June, 2024, by and between Jayman Enterprises, LLC (Hereinafter called "JELLCO") and Childers at Two Rivers (hereinafter called "Client"). Whereas, the Client desires JELLCO to supply contract cleaning and related janitorial services to the property commonly known as the Childers at Two Rivers.

Now therefore, the parties agree as follows:

- 1. Performance of Duties. Beginning on June 24th, 2024, JELLCO will provide services for the areas to be serviced described in the "Performance Schedule," a true and accurate copy of which is attached to this Agreement. JELLCO agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and JELLCO.
- 2. Terms. The terms of the Performance Schedule or the price stated in paragraph 3, may be modified at any time by the mutual execution of written change orders by either party. All executed change orders shall become part of this Agreement. JELLCO will give the Client (30) days prior notice of any price change for services rendered pursuant to the Performance Schedule. Client will notify JELLCO of any changes in service times, any alterations to the furnishings, floor, wall, or ceiling surfaces at the Client's premises, or any other change which will affect the Performance Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of one (1) year, unless terminated.
- 3. Payment. The Client shall make payments to JELLCO for services rendered at the rate \$1000 per month includes service three times a week, includes local, state and/or federal taxes. The first billing will be made on the last day services are rendered and shall be payable 30 days. Subsequent billings and due dates will be monthly. Client shall pay JELLCO its costs and expenses, including reasonable attorney's fees paid or incurred in enforcing the terms of this Agreement.
- 4. Insurance. JELLCO shall produce adequate insurance coverage and will deliver to the Client certificates of Insurance upon request.
- 5. Termination. This Agreement may be terminated by either party giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event that JELLCO fails to perform its services in a manner satisfactory to the Client, the Client may terminate this Agreement with the following procedure:

- a. Written notification to JELLCO by certified mail citing areas of deficiencies.
- b. If, within ten (10) working days of receipt of such notification, JELLCO has failed to correct said deficiencies, Client may terminate this Agreement by giving JELLCO twenty (20) days notification of the termination.
- 6. JELLCO will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond its control.
- 7. Additional expenses may be billed as to situations that arise that are not covered under the scope of this contract and will be billed as needed. Additional expenses for party clean up, Excessive glass bottles, excessive trash clean up. Biohazard clean up such as fire extinguisher, feces, vandalism...etc. Vendor will make every effort to notify of such expenses and provide photos of damage...etc.
- 8. This Agreement contains all the covenants and agreements between the parties and may not be modified except in writing, signed by both parties.

	Ву
	Authorized Agent
	Address
	Jayman Enterprises, LLC
	Jeremy Crawford
•	
	1020 Fill Flower Dr.
	Brooksville, Fl. 34604

Client



Jayman Enterprises, LLC

Contract Cleaning Agreement

This agreement is made this 11th day of June, 2024, by and between Jayman Enterprises, LLC (Hereinafter called "JELLCO") and Northwater at Two Rivers (hereinafter called "Client"). Whereas, the Client desires JELLCO to supply contract cleaning and related janitorial services to the property commonly known as the Northwater at Two Rivers.

Now therefore, the parties agree as follows:

- 1. Performance of Duties. Beginning on _______, 2024, JELLCO will provide services for the areas to be serviced described in the "Performance Schedule," a true and accurate copy of which is attached to this Agreement. JELLCO agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and JELLCO.
- 2. Terms. The terms of the Performance Schedule or the price stated in paragraph 3, may be modified at any time by the mutual execution of written change orders by either party. All executed change orders shall become part of this Agreement. JELLCO will give the Client (30) days prior notice of any price change for services rendered pursuant to the Performance Schedule. Client will notify JELLCO of any changes in service times, any alterations to the furnishings, floor, wall, or ceiling surfaces at the Client's premises, or any other change which will affect the Performance Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of one (1) year, unless terminated.
- 3. Payment. The Client shall make payments to JELLCO for services rendered at the rate \$1000 per month includes service three times a week, includes local, state and/or federal taxes. The first billing will be made on the last day services are rendered and shall be payable 30 days. Subsequent billings and due dates will be monthly. Client shall pay JELLCO its costs and expenses, including reasonable attorney's fees paid or incurred in enforcing the terms of this Agreement.
- 4. Insurance. JELLCO shall produce adequate insurance coverage and will deliver to the Client certificates of Insurance upon request.
- 5. Termination. This Agreement may be terminated by either party giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event that JELLCO fails to perform its services in a manner satisfactory to the Client, the Client may terminate this Agreement with the following procedure:

- a. Written notification to JELLCO by certified mail citing areas of deficiencies.
- b. If, within ten (10) working days of receipt of such notification, JELLCO has failed to correct said deficiencies, Client may terminate this Agreement by giving JELLCO twenty (20) days notification of the termination.
- 6. JELLCO will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond its control.
- 7. Additional expenses may be billed as to situations that arise that are not covered under the scope of this contract and will be billed as needed. Additional expenses for party clean up, Excessive glass bottles, excessive trash clean up. Biohazard clean up such as fire extinguisher, feces, vandalism...etc. Vendor will make every effort to notify of such expenses and provide photos of damage...etc.
- 8. This Agreement contains all the covenants and agreements between the parties and may not be modified except in writing, signed by both parties.

	Dy
	Authorized Agent
	Address
	Jayman Enterprises, LLC
	Jeremy Crawlord
•	THE STATE OF THE S
	1020 FMI Flower Dr.
	Brooksville, Fl. 34604
_	

Client

D.



Jayman Enterprises, LLC

PERFORMANCE SCHEDULE	MON/WED/FRI
BATHROOMS	
1.Clean, sanitize, and polish all vitreous fixtures	
including toilet bowels, urinals, and hand basins	X
2. Clean all glass and mirrors.	X
3. Empty all containers and disposals, insert liners as	
required, spot clean, and sanitize containers.	X
4. Spot clean all walls, doors, and stall partitions.	X
5. Refill all dispensers to normal limits - paper towels,	
soap, toilet tissue, can liners, and supplies. Supplies to	X
be furnished by Vendor. 6. Low dust all horizontal surfaces up to hand height	^
including sills, mouldings, ledges, shelves, frames,	
ducts, outlets.	Х
7. Deordorize floor drains	X
8. Vacuum, sweep, damp mop, and sanitize hard	
floors.	X
MAIN CLUB	
1. Damp clean table tops	x
2. Spot clean all trash containers	X
3. Clean and sanitize drinking fountains	X
4. Clean and wipe all surfaces	X
5. Vacuum, sweep, damp mop, and sanitize hard floors	
as needed.	As Needed
Playground/Mail Kiosk	
1. Empty all trash receptacles	X
2. Pick up loose debris/trash	X
3. Wipe down Mail kiosks	As Needed
4. Wipe down Community board	X

Jayman Enterprises, LLC

Name / Address
Childers at Two Rivers
C/O Inframark

2654 Cypress Ridge Blvd.

Wesley Chapel, Fl. 33544

1020 HILL FLOWER DR Brooksville, FL 34604

Suite 101

Phone # (813)333-3008 jaymanenterprises@live.com

Estimate

Date	Estimate #		
6/9/2024	1049		

Project Rate Description Qty Total 3 Purchase and Install Dog stations at desired locations 375.00 1,125.00 within community outlined by BOS and Management Company. 0.00 Servicing of Dog stations starting at 1 day per week and 0.00 includes all materials such as Dog station bags and Dog station trash bags. Community will never have to purchase any materials for servicing. Monthly amount is \$200.00. Servicing of Dog station starting at 2 days per week and 0.00 0.00 includes all materials such as Dog station bags and Dog station trash bags. Community will never have to purchase any materials for servicing. Monthly amount is \$275.00. Client Signature **Total** \$1,125.00

Jayman Enterprises, LLC

Name / Address

Northwater at Two Rivers

C/O Inframark

Client Signature

1020 HILL FLOWER DR Brooksville, FL 34604

Phone # (813)333-3008 jaymanenterprises@live.com

Estimate

Date	Estimate #		
6/9/2024	1050		

C/O Inframark 2654 Cypress Ridge Blvd Suite 101 Wesley Chapel, Fl. 33544			
			Project
Description	Qty	Rate	Total
Purchase and Install Dog stations at desired locations within community outlined by BOS and Management Company.	3	375.00	1,125.00
Servicing of Dog stations starting at 1 day per week and includes all materials such as Dog station bags and Dog station trash bags. Community will never have to purchase any materials for servicing. Monthly amount is \$200.00.		0.00	0.00
Servicing of Dog station starting at 2 days per week and includes all materials such as Dog station bags and Dog station trash bags. Community will never have to purchase any materials for servicing. Monthly amount is \$275.00.		0.00	0.00

\$1,125.00

Total



TRULY Commercial Services

Service Address	Pilling Information			
Company Two Rivers North CDD	Billing Information Company Two Rivers North CDD			
Contact Person Jayna Cooper	Contact Person Jayna Cooper			
Address 1990 Lanier Rd	Address 1990 Lanier Rd			
City/State/ZipPLANT CITY FL 33565-7318	City/State/Zip PLANT CITY FL 33565-7318			
Primary Phone 813-608-8242	Primary Phone 813-608-8242 mobile landline			
Secondary Phone mobile landline	Secondary Phone mobile landline			
Email jayna.cooper@infamark.com	Emailjayna.cooper@infamark.com			
TEPS Account Yes No Governing Body				
Business Type ☐ Offic ☐ Retail ☐ Food Svc ☐ Hospitality ☐ Medical ✓ Other Club houses	Portal Email			
charge until you are "SATISFIED" or you will be issued a full credit for your last scheduled so callbacks with a 24-hour response time should your pest problems persist between services.				
	N will provide continuous service throughout the period specified. This service plan includes ested by the customer in order to maintain control of crawling insects on the covered property. t. We recommend a complimentary termite inspection for your structure.			
TRULY Commercial Services	Commercial Pest Program Fly Program Rodent Program Bed Bug Mosquito Other (type)			
PROFESSIONAL PROTECTION	\$181.9 \$91.38 Service RATE Other (frequency) Insulation - Separate Agreement			
Initial Start-up \$170				
Sales Tax (if applicable) \$11.90	Cash Receipt # Check #			
101.0	Amount \$			
	, unount <u>v</u>			
Monthly/Other Service Rate \$91.38	ACH/EFT DEDUCTION Account #			
Exclusion Renewal(s) (if applicable)** \$0	Name on Account			
Terms of this Agreement: This agreement covers area(s) as defined within the original Sc pe of Work as indicated in the accepted proposal and/or the agreement and the Terms & Conditions for this service as indicated on the reverse side of this agreement. By signing below, the customer acknowledges that he/she has read, understands and has agreed to the stated Terms & Conditions. TRULY NOLEN reserves the right to reject the submitted proposal unless accepted within 30 days from the date of inspection.	Banking Name Routing # AUTO PAY MONTHLY			
ONE TIME ONLY SERVICE - 30 Day Guarantee Only	Initial amount due \$181.9 Monthly Deduction \$91.38			
Terms of Service COD Monthly Billing	Monthly auto payment begins the second month of the agreement.			
Special Billing (PO Required) PO #				
4842 N Florida Ave, 2nd Floor, Tampa, FL 33603	813-232-3237			
OLEN OFFICE ADDRESS)	(OFFICE PHONE)			
BY: License #Je303398	BY:(OWNER OR AUTHORIZED AGENT)			
BY:	Start Date 06/21/2024 Start Time			
(MANAGER)				
Location 59026712 Branch #Truly Nolen Branch 059	Route # Follow-Up Date			
TEXT MESSAGING - I agree to be contacted via text message at the mobile number I have you wish to unsubscribe, please reply STOP to the message or contact your local branch to	e provided. TRULY NOLEN will use this for updating you on the status of your account or service. If be removed from the texting program.			

BUYERS RIGHT TO CANCEL - If the agreed upon terms are not met, BUYER agrees to pay all reasonable attorney's fees and court costs in addition to any other necessary fees for collection. It is mutually agreed that any dispute under the terms of this agreement shall be submitted to arbitration pursuant to the rules of the American Arbitration Association. You, the BUYER, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

TRULY NOLEN OF AMERICA, INC - AZ License #4020 | CA License #PR285

Meeting Book 33 1N7730 Rev 9/27/21

LIMITATION OF LIABILITY. The liability of TRULY NOLEN for treatment, re-inspection, re-treatment, or claims arising out of or relating to the interpretation, performance, or breach of this AGREEMENT or any claim for damages under statute or common law injury caused by performance, and/or negligence or any other tort claim in the inducement or performance of the AGREEMENT, shall not exceed the cumulative aggregate sum of \$5,000.00 for the entire period covered by this AGREEMENT. In no event shall either party be liable to the other for indirect, special, or consequential damages including, but not limited to, diminished resale value of a home or its contents, loss of use of the home or its contents, punitive damages, attorneys' fees, or loss of anticipated profits.

Disclaimer: This disclaimer does not cover any structural interior, exterior or contents damage that has and may occur as a result of the pest infestation. TRULY NOLEN is not liable for any claims of personal injury or other bodily harm that may result from pest activity on the property. TRULY NOLEN is not responsible for any claim(s) that a pest was transported from a customer's location to another location, resulting in a secondary infestation. TRULY NOLEN may subcontract any or all of the work herein described.

GENERAL TERMS, CONDITIONS AND DISCLAIMERS

- 1. WARNING: Pesticides can be harmful. Keep children and pets away from pesticide application until dry, dissipated or aerated. Any person sensitive to chemicals should check with his/her physician before treatment. TRULY NOLEN will provide technical information about the products use upon the customer's request.
- 2. RODENT GUARANTEE: Agreement carries a one year guarantee covering re-infestation, workmanship, and materials within original scope of work. If the initial exclusion effort fails, then TRULY NOLEN will re-inspect and repair or replace damaged materials at no additional charge. If structure is re-infested, TRULY NOLEN will render services needed to control the infestation (e.g. trapping, etc.) at no additional charge. Guarantee excludes any property or contents damage sustained due to rodent infestation. Guarantee does not cover additional trapping and/or exclusion work beyond original scope of work. Should BUYER remodel or construct an addition, etc. and wish to place that addition under contract after the original agreement was enacted, then he/she may contract for rodent service for that specific area under a new and separate agreement and for an additional fee. At the end of the guarantee period, BUYER can renew the agreement. ** Payment of this renewal fee re-establishes the guarantee as provided for in the first year and includes an annual inspection of the structure. After the first renewal year, TRULY NOLEN may modify the renewal fee amount.
- 3. ADDITIONS AND ALTERATIONS. The BUYER understands that the Agreement does not cover additions or alterations to the premises that create new rodent entry points into the covered structure. In the event of such alterations, BUYER should notify TRULY NOLEN so that appropriate exclusion work can be performed for an additional fee and the contract can be amended to reflect the altered premises. Should BUYER construct an addition, etc. and wish to place that addition under contract after the original agreement was enacted, then he/she may contract for rodent service for that specific area under a new and separate agreement and for an additional fee.
- 4. Depending on the service selected, the pest management plan may include the utilization of pesticide products, mechanical devices and exclusionary materials. At the end of each visit, the service technician will provide the customer with a service ticket that outlines his/her findings and actions taken. TRULY NOLEN realizes that any successful pet management program is based on a true partnership between the customer and his/her TRULY NOLEN team.
- 5. ACCESS. TRULY NOLEN'S liability under this Agreement shall terminate if access to the premises, structure(s), or any part of the structure is refused to TRULY NOLEN for the purpose of conducting inspections.
- 6. ACTS OF GOD AND OTHER EVENTS. Certain events beyond TRULY NOLEN'S control may affect TRULY NOLEN'S ability to perform obligations provided for under this AGREEMENT. These events include, but are not limited to, heavy rain, strong winds, hurricanes, or any other act of God or circumstances or causes beyond the control of TRULY NOLEN. TRULY NOLEN shall have no liability if, at its discretion, it becomes necessary to postpone, cancel, or terminate treatment as a result of such events.
- 7. SETTLEMENT OF DISPUTES. BUYER and TRULY NOLEN mutually agree that any dispute or controversy arising out of or relating to: (1) this AGREEMENT, (2) any treatment or service rendered by TRULY NOLEN, (3) any damage or injury to person or property, whether direct, incidental, or consequential, allegedly caused by TRULY NOLEN, (4) the enforcement of any claim under Guarantee, or (5) any claim regarding the sale shall be settled and resolved exclusively by arbitration. It is further agreed there shall be no class actions or joinder brought through the arbitration or any other proceedings. As a condition precedent to any action, the parties shall engage in a mediation and each party shall bear their own costs. The mediation shall be non-binding. It is further agreed that there shall be a single neutral arbitrator, and the National Arbitration Forum (NAF) shall conduct the arbitration under its rules. If the NAF is not available, then the American Arbitration Association may conduct the arbitration under its own rules. Discovery shall be permitted as provided for under the State Rules of Civil Procedure, except discovery shall not be permitted as to transactions with other customers. The arbitrators must apply all legal and equitable defenses. The arbitrator shall not have the authority to award indirect, special, or consequential damages including, but not limited to, diminished resale value of a house, building, or its contents, loss of use, lost anticipated profits, punitive damages, or attorney's fees, such damages being specifically waived. Any award of damages shall include a written decision that states reasons upon which the award is based, including all elements involved in the calculation of any award of damages. Either party may appeal the arbitrator's award to any court of competent jurisdiction. The court having jurisdiction over the appeal may adjudicate any issues as if the matter had been an appeal from a court of law or equity.
- 8. NOTICE TO TRULY NOLEN. Any disputes or claims under this AGREEMENT must be made promptly in writing to TRULY NOLEN OF AMERICA, INC., 432 S. Williams Blvd., Tucson, Arizona 85711, during this AGREEMENT term or any approved extension. The BUYER agrees not to file any action against TRULY NOLEN without allowing TRULY NOLEN to first enter and re-inspect the building. The BUYER also agrees not to file any action unless the BUYER files it within one (1) year after sending a written claim.
- 9. INDEMNIFICATION BY CUSTOMER. Customer shall indemnify, defend, and hold TRULY NOLEN and its officers, directors, shareholders, employees, and agents free and harmless from any and all claims, damages, or lawsuits (including reasonable attorneys' fees) arising out of or relating in any way to (1) any of the services provided by TRULY NOLEN under this service agreement, (2) any lawsuit or claim arising out of anyone who may be impacted or come into contact with areas serviced by TRULY NOLEN, and (3) any lawsuit or claim arising from anyone who may be have come into contact with anyone who visited areas serviced by TRULY NOLEN.
- 10. **ENTIRE AGREEMENT**. This AGREEMENT, including any attached graphs and specifications, checklists, or other documents, constitutes the entire AGREEMENT between the parties, and may not be varied, altered, or modified in any way except by written agreement between the parties and approved in writing by a TRULY NOLEN corporate officer. No verbal changes in the terms of the AGREEMENT or verbal approval of deviations from performance of this AGREEMENT shall be permitted. Any provision deemed unlawful shall be considered severed. The parties agree this is an arms-length transaction and neither intends to create a fiduciary relationship.

NOTE: PLEASE REFER TO BOTH SIDES OF THIS AGREEMENT FOR ALL DETAILS OF ANY GUARANTEE AND GENERAL TERMS AND CONDITIONS.
ACKNOWLEDGMENT: BY SIGNING THE FACE OF THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT THE BUYER HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THIS AGREEMENT AND ANY AND ALL ATTACHED CHECKLISTS, GRAPHS, SPECIFICATIONS, OR OTHER DOCUMENTS. BUYER ACKNOWLEDGES RECEIVING THE ATTACHED DIAGRAM OF THE STRUCTURE(S) TO BE TREATED.

I have read both sides of this agreement: _	
· ·	BUYFR



Service Summary

noien	Customer Two Rivers North CDD					
PEST CONTROL Location Number 59026712						
	RVICE OPTIONS Monthly Other					
$ \checkmark$ \$ 85.00 C	Commercial Pest Control # Services per Month Service Frequency Monthly					
\$	Complete Rodent Control - Truly's best value - includes exclusion, trapping, vector control & sanitation					
\$	Trapping & Exclusion - Eliminate rodent access openings in conjunction with trapping & removal service until structure is rodent-free. One year renewable warranty available.					
\$	Trapping Schedule: Visits per Week x Number of Weeks Sanitation/Vector Treatment - Treatment to rodent infected surfaces to prevent spread of disease and other health issues. Applied to accessible areas only.					
\$	Trapping Only - No guarantee					
\$	Monthly Bait Box Service - Most effective when done in conjunction with mechanical trapping & exclusion Number of Devices (Exterior) x \$ Purchase Lease Cost \$					
Initial Service Instruc Treat interior and exter	Number of Devices (Interior) x \$ Purchase Lease Cost \$ tions for clubhouse initial service \$170.00					
Service Instructions monthly progressive co	ommercial pest program for all roaches ants and silverfish \$85.00					
Follow-Up Date(s)						
Initial Service Rate Equipment Cost	\$\frac{170.00}{\$0\$} Monthly/Other Service Rate \$\frac{85.00}{200.00}\$					



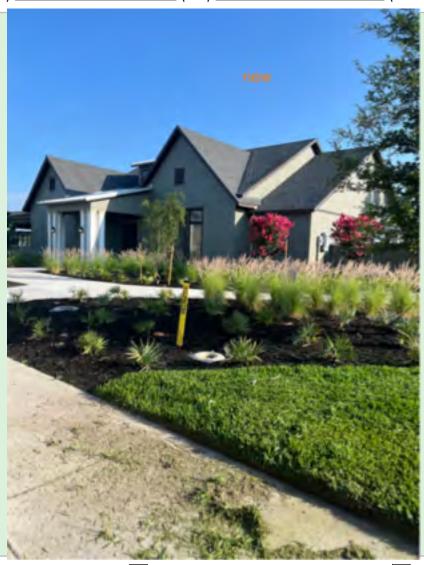
Additional Service Summary

PEST CONTROL TERMITES		Customer I WO Rivers Location Number 59026		<u> </u>		
Special Services						
\$	Retail			Other	Monthly	
\$	Retail			Other	Monthly	
\$	Retail			Other	Monthly	
Initial Service Instr	ructions					
Service Instructions						
Follow-Up Date(s)						
Initial Service Rate	e \$	Annua	al Renewal Rate\$	8		
Annual Investmen	t \$	2nd Y	ear Rate \$			
Equipment Cost	\$					



TRULY NOLEN COMMERCIAL GRAPH

Name Two Rivers North CD	D	_{Date} 06/07/2024
Address 1990 Lanier Rd		City PLANT CITY State FL Zip 33565-7318
Phone(Bus) 813-608-8242	(Cell)	(F-Mgil) jayna.cooper@infamark.com



CR A S R F BB B Notes:	Cockroaches Ants Spiders/Webs Rat Flies Bed Bugs Bees	E RB TC T GB M PT	Exclusion Rodent Box Tin Cat Traps Glue Board Monitors Pheromone Traps	EM D C D RE PE O	Excessive Moisture Clogged Drain Caulk Debris Rodent Entry Pest Entry Other
Inspecto	r'sName:Curt Fougere		[Date <u>06/07</u>	/2024
Manage	er's Name: <u>Ed Tonnesen</u>			oate <u>06/07</u>	/2024 Meeting Book 37

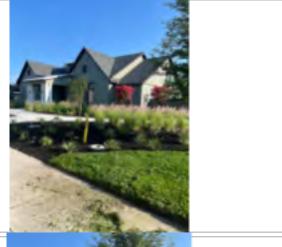


TRULY NOLEN COMMERCIAL PHOTOS

Name Two Rivers North CDD	Date 06/0	07/2024
Treating Address 1990 Lanier Rd		
City PLANT CITY	_ State_ FL	_ Zip <u>33565-7318</u>
Phone 813-608-8242 Inspected By Curt Fougere	Sq Ft 2000	Lin Ft

















* CUSTOMER MUST FILL OUT *

TN Branch #_Truly Nolen Branch 059 TN Account #_59026712

PROPERTY USAGE STATEMENT

to be service	ced by Truly Nolen of Ar		ne above account number which is ng purpose as indicated in the space residential below:
%	dwellings, apartments,		as detached or single family , cooperatives, nursing homes, and do not regularly cater to the traveling
100_%		gularly rented to transients, or any p	e advertised or generally held out to property that does not fall under the
Owner/Rep	resentative: Jayna (Cooper	
Address:	990 Lanier Rd, A	1, PLANT CITY, FL 3356	5-7318
Ву:	(Signature)		06/07/2024
	(Signature)		
		TAX EXEMPT STATEMENT	
Inc., are pur	chased for the following	chased after purposes as check below: per the State of Florida sales tax legislation	_ from Truly Nolen of America, n.)
		nal, scientific, or charitable institutionsions of 12A-1.001, F.A.C.	on, or other qualified nonprofit
Use	by a government unit ur	nder the provisions of Rule 12A-1.0	01, F.A.C.
pest	, , ,	peat, topsoil, and manure, but not foused for application on or in the culumercial nurseries.	,
		gicides, including disinfectants used cows or poultry or used directly or	d in dairy barns or on poultry farms animals.
Consumer's of Exemptio	Certificate n No.	Effective Date:	Expiration Date:
Owner/Repr	esentative: Jayna C	Cooper	
Address:	990 Lanier Rd, A1	I, PLANT CITY, FL 33565	5-7318
			06/07/2024
,	(Signature)	trulynolen com	

Meeting Book 39 TN7977 Rev 10/04/19



TRULY Commercial Services

Service Address	Billing Information
Company Two Rivers North CDD	Company Two Rivers North CDD
Contact Person Jayna Cooper	Contact Person Jayna Cooper
Address 2689 White Water Way	Address 2689 White Water Way
City/State/ZipPLANT CITY FL 33565-7318	
Primary Phone 813-608-8242	
Secondary Phone mobile landline	
Email jayna.cooper@infamark.com	Email jayna.cooper@infamark.com
TEPS Account Yes No Governing Body	Portal Access Yes V No
Business Type Offic Retail Food Svc Hospitality Medica Other Clubhouse	
SATISFACTION GUARANTEE: TRULY NOLEN guarantees your "SATISFACTION." If ther charge until you are "SATISFIED" or you will be issued a full credit for your last scheduled callbacks with a 24-hour response time should your pest problems persist between service This is a 12-month agreement that renews on a service-to-service basis. TRULY NOL	re is a problem with any part of your service, we will continue to service your business at no extra service (not applicable to special services or monitoring programs). We provide complimentary s. EN will provide continuous service throughout the period specified. This service plan includes uested by the customer in order to maintain control of crawling insects on the covered property.
TRULY Commercial Services PROFESSIONAL PROTECTION	Commercial Pest Program Fly Program Rodent Program Bed Bug Mosquito Other (type) \$181.98
	\$91.38 Wonthly Other (frequency) Insulation - Separate Agreement
Initial Start-up \$170.00	Cash Receipt # Check #
Sales Tax (if applicable) \$\frac{11.98}{}	Casif Neceipt # Citeck #
Total Due to Start \$181.98	Amount \$
Monthly/Other Service Rate \$91.38	
<u> </u>	ACH/EFT DEDUCTION Account #
Exclusion Renewal(s) (if applicable)** \$_U	Name on Account
Terms of this Agreement: This agreement covers area(s) as defined within the original Sc pe of Work as indicated in the accepted proposal and/or the agreement and the Terms & Conditions for this service as indicated on the reverse side of this agreement. By signing below, the customer acknowledges that he/she has read, understands and has agreed to the stated Terms & Conditions. TRULY NOLEN reserves the right to reject the submitted proposal unless accepted within 30 days from the date of inspection.	✓ AUTO PAY MONTHLY
ONE TIME ONLY SERVICE - 30 Day Guarantee Only	Initial amount due \$181.98 Monthly Deduction \$91.38
Terms of Service COD Monthly Billing	Monthly auto payment begins the second month of the agreement.
Special Billing (PO Required) PO #	
4842 N Florida Ave, 2nd Floor, Tampa, FL 33603	813-232-3237
NOLEN OFFICE ADDRESS) BY: License #Je303398	(OFFICE PHONE)
BY: License #Je303398 (BY:(OWNER OR AUTHORIZED AGENT)
BY:	Start Date 06/21/2024 Start Time
(MANAGER) Location 59026713 Branch #Truly Nolen Branch 059	
	_ Route # Follow-Up Date ve provided. TRULY NOLEN will use this for updating you on the status of your account or service. If
you wish to unsubscribe, please reply STOP to the message or contact your local branch to	

BUYERS RIGHT TO CANCEL - If the agreed upon terms are not met, BUYER agrees to pay all reasonable attorney's fees and court costs in addition to any other necessary fees for collection. It is mutually agreed that any dispute under the terms of this agreement shall be submitted to arbitration pursuant to the rules of the American Arbitration Association. You, the BUYER, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

TRULY NOLEN OF AMERICA, INC - AZ License #4020 | CA License #PR285

Meeting Book 40 TN7730 Rev 9/27/21 LIMITATION OF LIABILITY. The liability of TRULY NOLEN for treatment, re-inspection, re-treatment, or claims arising out of or relating to the interpretation, performance, or breach of this AGREEMENT or any claim for damages under statute or common law injury caused by performance, and/or negligence or any other tort claim in the inducement or performance of the AGREEMENT, shall not exceed the cumulative aggregate sum of \$5,000.00 for the entire period covered by this AGREEMENT. In no event shall either party be liable to the other for indirect, special, or consequential damages including, but not limited to, diminished resale value of a home or its contents, loss of use of the home or its contents, punitive damages, attorneys' fees, or loss of anticipated profits.

Disclaimer: This disclaimer does not cover any structural interior, exterior or contents damage that has and may occur as a result of the pest infestation. TRULY NOLEN is not liable for any claims of personal injury or other bodily harm that may result from pest activity on the property. TRULY NOLEN is not responsible for any claim(s) that a pest was transported from a customer's location to another location, resulting in a secondary infestation. TRULY NOLEN may subcontract any or all of the work herein described.

GENERAL TERMS, CONDITIONS AND DISCLAIMERS

- 1. WARNING: Pesticides can be harmful. Keep children and pets away from pesticide application until dry, dissipated or aerated. Any person sensitive to chemicals should check with his/her physician before treatment. TRULY NOLEN will provide technical information about the products use upon the customer's request.
- 2. RODENT GUARANTEE: Agreement carries a one year guarantee covering re-infestation, workmanship, and materials within original scope of work. If the initial exclusion effort fails, then TRULY NOLEN will re-inspect and repair or replace damaged materials at no additional charge. If structure is re-infested, TRULY NOLEN will render services needed to control the infestation (e.g. trapping, etc.) at no additional charge. Guarantee excludes any property or contents damage sustained due to rodent infestation. Guarantee does not cover additional trapping and/or exclusion work beyond original scope of work. Should BUYER remodel or construct an addition, etc. and wish to place that addition under contract after the original agreement was enacted, then he/she may contract for rodent service for that specific area under a new and separate agreement and for an additional fee. At the end of the guarantee period, BUYER can renew the agreement. ** Payment of this renewal fee re-establishes the guarantee as provided for in the first year and includes an annual inspection of the structure. After the first renewal year, TRULY NOLEN may modify the renewal fee amount.
- 3. ADDITIONS AND ALTERATIONS. The BUYER understands that the Agreement does not cover additions or alterations to the premises that create new rodent entry points into the covered structure. In the event of such alterations, BUYER should notify TRULY NOLEN so that appropriate exclusion work can be performed for an additional fee and the contract can be amended to reflect the altered premises. Should BUYER construct an addition, etc. and wish to place that addition under contract after the original agreement was enacted, then he/she may contract for rodent service for that specific area under a new and separate agreement and for an additional fee.
- 4. Depending on the service selected, the pest management plan may include the utilization of pesticide products, mechanical devices and exclusionary materials. At the end of each visit, the service technician will provide the customer with a service ticket that outlines his/her findings and actions taken. TRULY NOLEN realizes that any successful pet management program is based on a true partnership between the customer and his/her TRULY NOLEN team.
- 5. ACCESS. TRULY NOLEN'S liability under this Agreement shall terminate if access to the premises, structure(s), or any part of the structure is refused to TRULY NOLEN for the purpose of conducting inspections.
- 6. ACTS OF GOD AND OTHER EVENTS. Certain events beyond TRULY NOLEN'S control may affect TRULY NOLEN'S ability to perform obligations provided for under this AGREEMENT. These events include, but are not limited to, heavy rain, strong winds, hurricanes, or any other act of God or circumstances or causes beyond the control of TRULY NOLEN. TRULY NOLEN shall have no liability if, at its discretion, it becomes necessary to postpone, cancel, or terminate treatment as a result of such events.
- 7. SETTLEMENT OF DISPUTES. BUYER and TRULY NOLEN mutually agree that any dispute or controversy arising out of or relating to: (1) this AGREEMENT, (2) any treatment or service rendered by TRULY NOLEN, (3) any damage or injury to person or property, whether direct, incidental, or consequential, allegedly caused by TRULY NOLEN, (4) the enforcement of any claim under Guarantee, or (5) any claim regarding the sale shall be settled and resolved exclusively by arbitration. It is further agreed there shall be no class actions or joinder brought through the arbitration or any other proceedings. As a condition precedent to any action, the parties shall engage in a mediation and each party shall bear their own costs. The mediation shall be non-binding. It is further agreed that there shall be a single neutral arbitrator, and the National Arbitration Forum (NAF) shall conduct the arbitration under its rules. If the NAF is not available, then the American Arbitration Association may conduct the arbitration under its own rules. Discovery shall be permitted as provided for under the State Rules of Civil Procedure, except discovery shall not be permitted as to transactions with other customers. The arbitrators must apply all legal and equitable defenses. The arbitrator shall not have the authority to award indirect, special, or consequential damages including, but not limited to, diminished resale value of a house, building, or its contents, loss of use, lost anticipated profits, punitive damages, or attorney's fees, such damages being specifically waived. Any award of damages shall include a written decision that states reasons upon which the award is based, including all elements involved in the calculation of any award of damages. Either party may appeal the arbitrator's award to any court of competent jurisdiction. The court having jurisdiction over the appeal may adjudicate any issues as if the matter had been an appeal from a court of law or equity.
- 8. NOTICE TO TRULY NOLEN. Any disputes or claims under this AGREEMENT must be made promptly in writing to TRULY NOLEN OF AMERICA, INC., 432 S. Williams Blvd., Tucson, Arizona 85711, during this AGREEMENT term or any approved extension. The BUYER agrees not to file any action against TRULY NOLEN without allowing TRULY NOLEN to first enter and re-inspect the building. The BUYER also agrees not to file any action unless the BUYER files it within one (1) year after sending a written claim.
- 9. INDEMNIFICATION BY CUSTOMER. Customer shall indemnify, defend, and hold TRULY NOLEN and its officers, directors, shareholders, employees, and agents free and harmless from any and all claims, damages, or lawsuits (including reasonable attorneys' fees) arising out of or relating in any way to (1) any of the services provided by TRULY NOLEN under this service agreement, (2) any lawsuit or claim arising out of anyone who may be impacted or come into contact with areas serviced by TRULY NOLEN, and (3) any lawsuit or claim arising from anyone who may be have come into contact with anyone who visited areas serviced by TRULY NOLEN.
- 10. **ENTIRE AGREEMENT**. This AGREEMENT, including any attached graphs and specifications, checklists, or other documents, constitutes the entire AGREEMENT between the parties, and may not be varied, altered, or modified in any way except by written agreement between the parties and approved in writing by a TRULY NOLEN corporate officer. No verbal changes in the terms of the AGREEMENT or verbal approval of deviations from performance of this AGREEMENT shall be permitted. Any provision deemed unlawful shall be considered severed. The parties agree this is an arms-length transaction and neither intends to create a fiduciary relationship.

NOTE: PLEASE REFER TO BOTH SIDES OF THIS AGREEMENT FOR ALL DETAILS OF ANY GUARANTEE AND GENERAL TERMS AND CONDITIONS.
ACKNOWLEDGMENT: BY SIGNING THE FACE OF THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT THE BUYER HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THIS AGREEMENT AND ANY AND ALL ATTACHED CHECKLISTS, GRAPHS, SPECIFICATIONS, OR OTHER DOCUMENTS. BUYER ACKNOWLEDGES RECEIVING THE ATTACHED DIAGRAM OF THE STRUCTURE(S) TO BE TREATED.

I have read both sides of this agreement: _	
	BUYFR



Service Summary

Customer Two Rivers North CDD						
PEST CONTROL TERMITES	Landin Ni malan Ni / 13					
	Commercial Pest Control # Services per Month Service Frequency Mothly					
RODENT CONTROL						
<u> </u>	Complete Rodent Control - Truly's best value - includes exclusion, trapping, vector control & sanitation					
<u> </u>	Trapping & Exclusion - Eliminate rodent access openings in conjunction with trapping & removal service until structure is rodent-free. One year renewable warranty available.					
	Trapping Schedule: Visits per Week x Number of Weeks					
\$	Sanitation/Vector Treatment - Treatment to rodent infected surfaces to prevent spread of disease and other health issues. Applied to accessible areas only.					
\$	Trapping Only - No guarantee					
\$	Monthly Bait Box Service - Most effective when done in conjunction with mechanical trapping & exclusion Number of Devices (Exterior) x \$ Purchase Lease Cost \$					
	Number of Devices (Interior) x \$ Purchase Lease Cost \$					
Service Instructions	ions or all roaches ants and silverfish initial service \$170.00 ommercial pest program for all roaches ants and silverfish \$85.00					
Follow-Up Date(s)						
Initial Service Rate Equipment Cost	\$\frac{170.00}{0}\$ Monthly/Other Service Rate \$\frac{85.00}{0}\$ 2nd Year Rate \$\frac{1020.00}{0}\$					



Additional Service Summary

nnifn		Customer Two R	tivers North CE)D		_
PEST CONTROL TERMITES		Location Number 59	9026713			-
Special Services						
\$	Retail			Other	Monthly	
\$	Retail			Other	Monthly	
\$	Retail			Other	Monthly	
Initial Service Instr	ructions					
Service Instructions	S					
Follow-Up Date(s)		· · · · · · · · · · · · · · · · · · ·				
Initial Service Rate	e \$		Annual Renewal Rates	5		
			2nd Year Rate \$			
Equipment Cost	\$					



TRULY NOLEN COMMERCIAL GRAPH

Name Iwo Rivers North CDD	Date 06/07/2024
Address 2689 White Water Way	City PLANT CITY State FL Zip 33565-7318
Phone(Bus) 813-608-8242 (Cell) _	(E-Mail) jayna.cooper@infamark.com



CR A S R BB BB	Cockroaches Ants Spiders/Webs Rat Flies Bed Bugs Bees	E RB TC T GB M PT	Exclusion Rodent Box Tin Cat Traps Glue Board Monitors Pheromone Traps	D C D RE PE O	Excessive Moisture Clogged Drain Caulk Debris Rodent Entry Pest Entry Other
New club	house				
Inspector	r'sName: curt Fougere			Date <u>06/07</u>	/2024
Manage	r's Name: Ed Tonnesen			Date <u>06/07</u>	/2024 Meeting Book 44



TRULY NOLEN COMMERCIAL PHOTOS

TRILLU	Name Two Rivers North CD	D	_{Date} 06/07	7/2024
noien	Treating Address 2689 White Wa	ater Way	Duic	
PEST CONTROL	City PLANT CITY		ate FL 2	Zip 33565-7318
TERMITES	Phone 813-608-8242 Inspect			
Structure: Residential Hor	ne Residential Apt/Condo Residential Mo	bile Home 🗸 Commercial 🗌 Other	Fum Only: Cu Ft_	
	Teside indi Mo		Tom Only, Coll	

Meeting Book 45



* CUSTOMER MUST FILL OUT *

TN Branch #_Truly Nolen Branch 059 TN Account #_59026713

PROPERTY USAGE STATEMENT

to be service	ced by Truly Nolen of Am	ifies that the property related to the erica, Inc., is used for the following of usage for residential and non-residential and	g purpose as indicated in the space		
%	dwellings, apartments, du	•	as detached or single family cooperatives, nursing homes, and o not regularly cater to the traveling		
Non-Residential - Public lodging establishments which are advertised or generally held out to the public as places regularly rented to transients, or any property that does not fall under the Residential classification.					
Owner/Rep	oresentative: Jayna C	ooper			
Address: _	689 White Water Way	y, A2, PLANT CITY, FL 33565	5-7318		
Ву:	(Signature)	Date:	06/07/2024		
	(5.3.5.5)				
		TAX EXEMPT STATEMENT			
Inc., are pur	rtify that all services purch chased for the following p are the only valid responses as pe		from Truly Nolen of America,		
	by a religious, educationa anization under the provision	al, scientific, or charitable institution ons of 12A-1.001, F.A.C.	n, or other qualified nonprofit		
Use	by a government unit und	er the provisions of Rule 12A-1.00	1, F.A.C.		
pest		at, topsoil, and manure, but not fill sed for application on or in the cult nercial nurseries.			
		cides, including disinfectants used ows or poultry or used directly on			
Consumer's of Exemptio	Certificate n No.	Effective Date:	Expiration Date:		
Outre a =/D =	resentative: Jayna Co	ooper			
26		, A2, PLANT CITY, FL 33565	 -7318		
Address:					
Ву:	(Signature)	Date: _	06/07/2024		
		trulynolen com			

Meeting Book 46 TN7977 Rev 10/04/19

MAY 28

Prepared by and return to:

Name: Angie Grunwald Address: 2005 Pan Am Circle

STE 300 Tampa FL 33607



TWO RIVERS NORTH COMMUNITY DEVELOPMENT **ENCROACHMENT AGREEMENT**

This Two Rivers North Community Development District Encroachment Agreement (the "Agreement") is entered into as of the 21st day of May, 2024 (the "Effective Date"), between Two Rivers North Community Development District (the "District") whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 and PANATEX RACHEL & ZIPF NICHOLAS (collectively, the "Landowner"), whose mailing address is 35180 Ackley Trace, Zephyrhills, FL

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the parties agree as follows:

- 1. Landowner is the fee simple landowner of Lot 14 of Two Rivers Parcel A1 Phase A_, according to the plat thereof, as recorded in Plat Book 91, Pages 037, of the Public Records of Pasco County, Florida (the "Property"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the official records of Pasco County.
- The District has a CDD Concrete Wall Drainage/Access ("Easement") on and/or abutting the Property, as shown on the plat. Landowner desires to encroach into the Easement by installing 6ft tall tan PVC vinyl privacy fence (the "Improvements").
- The Landowner With the exception cleaning and maintenance, the District's boundary wall shall remain undisturbed. The Improvements shall not attach to the District's boundary wall. shall not place articles of any kind on the District's boundary wall.
- The Landowner shall be responsible for routine cleaning and pressure washing of the portion of the District's boundary wall which falls between the Improvements.
- The Landowner shall allow the District access to the portion of the boundary wall which falls between the Improvements for the purposes of repainting or repairing the boundary wall.
- Landowner is responsible for locating all other underground utility lines and cables prior to installing the Improvements in the Easement.
- The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction and maintenance techniques

Landowner shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and Two Rivers North Homeowners' Association permits necessary to construct and maintain the and practices, strictly as described herein and in the location shown herein, and so as not to impede, improvements within and along the easement area or the use of the easement for public purposes. impair, obstruct, damage or interfere with drainage facilities or other facilities, Improvements, prior to the construction of the Improvements.

- This Agreement shall remain in effect until terminated by either party. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed. If the Landowner does not remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses incurred by the District.
- result of the approval, preparation and execution of this Agreement; (2) any damage to the Landowner agrees to indemnify, defend and hold the District, its Board of Supervisors and its members, employees, agents and assigns harmless for: (1) any liability which may be incurred as a Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Pasco County improvements, utilities or structures located within the Easement; (4) any claims for injury to any person or damages to any property because of the Improvements; and (5) any liability which may be incurred for any erosion that may damage the Improvements
- Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements. 10
- Either party may terminate this Agreement for any reason with thirty (30) days written notice. 11.
- The District may remove the Improvements immediately in the event of an emergency situation, and the District shall have no obligation to repair or restore the Improvements.
- Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of Pasco County.
- The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors
- interpreted, and controlled according to the laws of the State of Florida with venue in Pasco County, This Agreement and the provisions contained in this Agreement shall be construed,
- In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate alternative dispute resolution, or proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witness 1:

Print Name: Druckse And 2 Line Ed

Carlos de la Ossa Chair of the Board of Supervisors

Two Rivers North Community
Development District

Witness 2:

AT Mail Print Name: Co

STATE OF FLORIDA COUNTY OF HILLSBURGURAL

The foregoing instrument was acknowledged before me by means of L physical presence or □ online notarization, this 1 day of 11 day of 12 day of 12 day of the Board of Supervisors, on behalf of the District, who is 1 descended (type of its ation) as identification.

BRIAN ROSE Commission # HH 334061 Expires March 4, 2027

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

4854-3133-4322, v 1

Page 3 of 5

Witness 1:

Print Mame: Matthew Rinks Address; 1500 Azalen Colte, Cir

Landowner

Name: Nicholus zipf

Witness 2:

Print Name: Drend ~ vorgues_ Address: 22711 Stoke 1d 54 Cand o Cares Pr 34639

STATE OF FLORIDA COUNTY OF POLICE

The foregoing instrument was acknowledged before me by means of K physical presence produced 2024, by N1Cholas has (type of identification) as identification. krown or Online notarization, this Lynday of Man personally IS. R. Driver 3 Vignse

JULIA KELLY
Notary Public - State of Florida
Commission # HH 349468
My Comm. Expires Jan 12, 2027

NOWARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

Meeting Book 50

4854-3133-4322, v. 1

Witness 1:

Landowner

INKS 75a Print Namg Address:_

Rackel Panattury Name: Rachel Panatex

Witness 2:

Valgues Address: 22711 State

20

STATE OF FLORIDA COUNTY OF The foregoing instrument was acknowledged before me by means of M physical presence produced Panatry has 区 2024, by Kachel (type of identification) as identification. 3 known or \square online notarization, this 24^{44} day of \square personally The Driver's vicense

Notary Public - State of Florida Commission # HH 349468 My Comm. Expires Jan 12, 2027

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public) Lamb | Angie

Received
MAY 22 24

Prepared by and return to:

Name: Angie Grunwald Address: 2005 Pan Am Circle

> STE 300 Tampa FL 33607

TWO RIVERS NORTH COMMUNITY DEVELOPMENT ENCROACHMENT AGREEMENT

This Two Rivers North Community Development District Encroachment Agreement (the "Agreement") is entered into as of the 21st day of May, 2024 (the "Effective Date"), between Two Rivers North Community Development District (the "District") whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 and URDANETA OTTONIEL DAVID PORTILLO & BRAVO ANGELICA (collectively, the "Landowner"), whose mailing address is 35202 ACKLEY TRACE, ZEPHYRHILLS, FL 33541.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the parties agree as follows:

- 1. Landowner is the fee simple landowner of Lot 17 of Two Rivers Parcel A1 Phase A, according to the plat thereof, as recorded in Plat Book 91, Pages 037, of the Public Records of Pasco County, Florida (the "**Property**"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the official records of Pasco County.
- 2. The District has a <u>CDD Concrete Wall Drainage/Access</u> ("Easement") on and/or abutting the Property, as shown on the plat. Landowner desires to encroach into the Easement by installing a <u>6ft tall tan PVC vinyl privacy fence</u> (the "Improvements").
- 3. The Improvements shall not attach to the District's boundary wall. With the exception of cleaning and maintenance, the District's boundary wall shall remain undisturbed. The Landowner shall not place articles of any kind on the District's boundary wall.
- 4. The Landowner shall be responsible for routine cleaning and pressure washing of the portion of the District's boundary wall which falls between the Improvements.
- 5. The Landowner shall allow the District access to the portion of the boundary wall which falls between the Improvements for the purposes of repainting or repairing the boundary wall.
- 6. Landowner is responsible for locating all other underground utility lines and cables prior to installing the Improvements in the Easement.
- 7. The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction and maintenance techniques

and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage or interfere with drainage facilities or other facilities, structures or improvements within and along the easement area or the use of the easement for public purposes. Landowner shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and Two Rivers North Homeowners' Association permits necessary to construct and maintain the Improvements, prior to the construction of the Improvements.

- 8. This Agreement shall remain in effect until terminated by either party. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed. If the Landowner does not remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Easement to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses incurred by the District.
- 9. Landowner agrees to indemnify, defend and hold the District, its Board of Supervisors and its members, employees, agents and assigns harmless for: (1) any liability which may be incurred as a result of the approval, preparation and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Pasco County improvements, utilities or structures located within the Easement; (4) any claims for injury to any person or damages to any property because of the Improvements; and (5) any liability which may be incurred for any erosion that may damage the Improvements
- 10. Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements.
- 11. Either party may terminate this Agreement for any reason with thirty (30) days written notice.
- 12. The District may remove the Improvements immediately in the event of an emergency situation, and the District shall have no obligation to repair or restore the Improvements.
- 13. Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of Pasco County.
- 14. The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 15. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.
- 16. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Witness 1:	Landowner
Print Name: Text Clark Address: 37789 Exhant Blud Wesley Chapel 33545	Name: 0++oniel Portille Urdan
Witness 2:	
Print Name: Shurod Hunto Address: 32789 Eiland Blut Wesley Chaper 33545	• • •
STATE OF FLORIDA COUNTY OF 1250	
The foregoing instrument was acknow	ledged before me by means of physical presence
	ay 2024, by Ottoniel Portillo
	y known to me or has produced
Drivers (upose # 7634-644-85- (type of identi	fication) as identification. NOTARY PUBLIC
,	Print, Type or Stamp Commissioned Name of Votary Public)

1

Witness 1: Legger Print Name: Teja Clark Address: 32784 Elland Blud Mesley Chaper 33545	Name: Angelica Simanca)
Witness 2: Started Hewter Address: 32789 Eiland Blud Wesley Chapel 33545	
or \square online notarization, this 21 day of \square	ledged before me by means of physical presence 2024, by Anglia Simonas known to me or has produced fication) as identification. NOTARY PUBLIC
	rint, Type or Stamp Commissioned Name of otary Public)

17. Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witness 1: Print Name: Moni Ca Alvarez Address:	Development District Carlos de la Ossa Chair of the Board of Supervisors
Witness 2: Print Name: 681A) WETHERAUD Address:	MY COMMISSION EXPIRES 11-18-2026
or □ online notarization, this 23 day of <u>∧</u> Board of Supervisors, on behalf of the Dis	wledged before me by means of physical presence of 2024, by Carlos de la Ossa, as Chair of the strict, who is personally known to me or has pe of identification) as identification.
in the state of th	NOTALLY UBLIC Synw Raiver F (Print, Type or Stamp Commissioned Name of Notary Public)

MINUTES OF MEETING TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Two Rivers North Community Development District was held on April 16, 2024, at 11:11 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638

Present and constituting a quorum were:

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary

Also, present were:

Angie Grunwald	District Manager
Michael Broadus	District Counsel
John Vericker	District Counsel
Gary Schwartz	Field Manager
Bert Smith	Aquatics Vendor

The following is a summary of the discussions and actions taken at the meeting.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Grunwald called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS

Business Items

A. Ratification of Fence Encroachment Agreements

Ms. Grunwald discussed the Fence Encroachment Agreements with the Board.

On MOTION by Mr. De la Ossa seconded by Ms. Evans, with all in favor, the Ratification of Fence Encroachment Agreements were approved.4 -0.

B. Update on Pond Bank Washout Locations

Ms. Grunwald discussed with the board and provided an update that the developer has been working with RIPA and they are monitoring the washouts at all ponds. RIPA will start repairs when the water levels begin to rise.

C. Consideration of Landscape Addendums to A1 and A2

On MOTION by Mr. De la Ossa seconded by Ms. Evans, with all in favor, the Landscape Addendums to A1 and A2 were. approved.4 -0

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of Minutes of the March 19, 2024, Regular Meeting
- B. Consideration of Operation and Maintenance Expenditures March 2024
- C. Acceptance of the Financials and Approval of the Check Register for March 2024

On MOTION by Ms. Evans seconded by Mr. De la Ossa, with all in favor, the Consent Agenda was approved. 4-0

FIFTH ORDER OF BUSINESS

Builder Requests and Comments

A. Lennar

Lennar had no updates.

B. DR Horton

DR Horton had no updates.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

The District Counsel had no updates.

B. District Engineer

The District Engineer has no updates.

- C. District Manager
 - i. Community Inspection Report

The Community Inspection Report was presented, and a copy was included in the agenda package.

SEVENTH ORDER OF BUSINESS

Board of Supervisors' Requests and Comments

The board asked to discuss pond washout areas at the next meeting.

EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, the Consent Agenda was approved. 4-0

Assistant Secretary	Chairperson	

Two Rivers North Community Development District

Financial Statements (Unaudited)

Period Ending May 31, 2024

Prepared by:



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

Balance Sheet

As of May 31, 2024 (In Whole Numbers)

ACCOUNT DESCRIPTION	G	ENERAL FUND	ERIES 2022 BT SERVICE FUND	ERIES 2022 CAPITAL PROJECTS FUND	GENERAL ED ASSETS FUND	L	GENERAL ONG-TERM DEBT FUND	TOTAL
ASSETS								
Cash - Operating Account	\$	18,293	\$ -	\$ -	\$ -	\$	-	\$ 18,293
Due From Developer		32,153	-	_	-		-	32,153
Due From Other Funds		-	13,536	38	-		-	13,574
Investments:								
Acquisition & Construction Account		-	-	4,521	-		-	4,521
Reserve Fund		-	608,939	-	-		-	608,939
Revenue Fund		-	504,288	-	-		-	504,288
Prepaid Trustee Fees		2,694	-	-	-		-	2,694
Deposits		2,195	-	-	-		-	2,195
Utility Deposits		319,926	-	-	-		-	319,926
Fixed Assets								
Construction Work In Process		-	-	-	10,436,499		-	10,436,499
Amount To Be Provided		-	-	-	-		18,414,500	18,414,500
TOTAL ASSETS	\$	375,261	\$ 1,126,763	\$ 4,559	\$ 10,436,499	\$	18,414,500	\$ 30,357,582
<u>LIABILITIES</u>								
Accounts Payable	\$	26,487	\$ -	\$ -	\$ -	\$	-	\$ 26,487
Accounts Payable - Other		(18,292)	-	_	-		-	(18,292)
Due To Developer		318,726	-	_	-		-	318,726
Bonds Payable		-	-	_	-		18,414,500	18,414,500
Due To Other Funds		13,574	-	_	-		-	13,574
TOTAL LIABILITIES		340,495	-	-	-		18,414,500	18,754,995

Balance Sheet

As of May 31, 2024 (In Whole Numbers)

	GENERAL	SERIES 2022 DEBT SERVICE	SERIES 2022 CAPITAL PROJECTS	GENERAL FIXED ASSETS	GENERAL LONG-TERM	
ACCOUNT DESCRIPTION	FUND	FUND	FUND	FUND	DEBT FUND	TOTAL
FUND BALANCES						
Nonspendable:						
Prepaid Trustee Fees	2,694	-	-	-	-	2,694
Restricted for:						
Debt Service	-	1,126,763	-	-	-	1,126,763
Capital Projects	-	-	4,559	-	-	4,559
Unassigned:	32,072	-	-	10,436,499	-	10,468,571
TOTAL FUND BALANCES	34,766	1,126,763	4,559	10,436,499	-	11,602,587
TOTAL LIABILITIES & FUND BALANCES	\$ 375,261	\$ 1,126,763	\$ 4,559	\$ 10,436,499	\$ 18,414,500	\$ 30,357,582

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2024 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES							
Special Assmnts- Tax Collector	\$	201,125	\$	191,078	\$	(10,047)	95.00%
Special Assmnts- CDD Collected		-		210,000		210,000	0.00%
Developer Contribution		223,560		1,531,836		1,308,276	685.20%
TOTAL REVENUES		424,685		1,932,914		1,508,229	455.14%
<u>EXPENDITURES</u>							
<u>Administration</u>							
Supervisor Fees		10,000		6,000		4,000	60.00%
ProfServ-Dissemination Agent		4,200		2,917		1,283	69.45%
ProfServ-Info Technology		600		350		250	58.33%
ProfServ-Recording Secretary		2,400		600		1,800	25.00%
ProfServ-Tax Collector		1,200		-		1,200	0.00%
ProfServ-Trustee Fees		6,500		5,756		744	88.55%
District Counsel		9,500		18,560		(9,060)	195.37%
District Engineer		9,500		9,455		45	99.53%
Administrative Services		4,500		2,756		1,744	61.24%
Management & Accounting Services		9,000		-		9,000	0.00%
District Manager		25,000		14,583		10,417	58.33%
Accounting Services		9,000		5,550		3,450	61.67%
Auditing Services		6,000		-		6,000	0.00%
Website Compliance		1,800		1,500		300	83.33%
Postage, Phone, Faxes, Copies		500		127		373	25.40%
Rentals & Leases		600		481		119	80.17%
Public Officials Insurance		5,000		-		5,000	0.00%
Legal Advertising		3,500		529		2,971	15.11%
Bank Fees		200		-		200	0.00%
Meeting Expense		4,000		65		3,935	1.63%
Website Administration		1,200		700		500	58.33%
Miscellaneous Expenses		250		-		250	0.00%
Office Supplies		100		-		100	0.00%
Dues, Licenses, Subscriptions		175		890		(715)	508.57%
Total Administration		114,725		70,819		43,906	61.73%
Electric Utility Services							
Utility - Electric		6,000		4,855		1,145	80.92%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2024 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Utility - StreetLights	34,800		34,800	0.00%
Total Electric Utility Services	40,800	4,855	35,945	11.90%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2024 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Water-Sewer Comb Services				
Utility - Water	1,000	6,613	(5,613)	661.30%
Total Water-Sewer Comb Services	1,000	6,613	(5,613)	661.30%
Other Physical Environment				
Contracts-Trash & Debris Removal	3,000	-	3,000	0.00%
Contracts-Other Landscape	75,000	-	75,000	0.00%
Contracts - Landscape	26,880	23,392	3,488	87.02%
Insurance - General Liability	5,000	-	5,000	0.00%
R&M-Bush Hogging	6,400	-	6,400	0.00%
R&M-Landscape Pond Areas	101,160	92,180	8,980	91.12%
Irrigation Maintenance	5,000	-	5,000	0.00%
Aquatic Maintenance	35,220	27,330	7,890	77.60%
Total Other Physical Environment	257,660	142,902	114,758	55.46%
Parks and Recreation				
Field Services	8,000		8,000	0.00%
Total Parks and Recreation	8,000		8,000	0.00%
Contingency				
Misc-Contingency	2,500		2,500	0.00%
Total Contingency	2,500		2,500	0.00%
Construction In Progress				
Construction in Progress	_	1,682,152	(1,682,152)	0.00%
Total Construction In Progress	-	1,682,152	(1,682,152)	0.00%
TOTAL EXPENDITURES	424,685	1,907,341	(1,482,656)	449.12%
Evenes (deficiency) of revenues				_
Excess (deficiency) of revenues Over (under) expenditures	_	25,573	25,573	0.00%
		-	20,010	0.0070
FUND BALANCE, BEGINNING (OCT 1, 2023)		9,193		
FUND BALANCE, ENDING		\$ 34,766		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2024 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
DEVENUES				
REVENUES	•			
Interest - Investments	\$ -	\$ 39,172	\$ 39,172	0.00%
Special Assmnts- Tax Collector	1,219,675	1,231,028	11,353	100.93%
Special Assmnts- CDD Collected	-	452,526	452,526	0.00%
TOTAL REVENUES	1,219,675	1,722,726	503,051	141.24%
EXPENDITURES Debt Service				
Principal Debt Retirement	285,000	_	285,000	0.00%
Interest Expense	934,675	1,219,675	(285,000)	130.49%
Total Debt Service	1,219,675	1,219,675		100.00%
TOTAL EXPENDITURES	1,219,675	1,219,675	-	100.00%
Excess (deficiency) of revenues				
Over (under) expenditures		503,051	503,051	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		623,712		
FUND BALANCE, ENDING		\$ 1,126,763	<u>.</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2024 Series 2022 Capital Projects Fund (304) (In Whole Numbers)

	ANNUAL ADOPTED	YE	EAR TO DATE	VA	ARIANCE (\$)	YTD ACTUAL AS A % OF
ACCOUNT DESCRIPTION	 BUDGET	ACTUAL		FAV(UNFAV)		ADOPTED BUD
REVENUES						
Interest - Investments	\$ -	\$	54,071	\$	54,071	0.00%
TOTAL REVENUES	-		54,071		54,071	0.00%
<u>EXPENDITURES</u>						
Construction In Progress						
Construction in Progress	-		3,105,641		(3,105,641)	0.00%
Total Construction In Progress	 		3,105,641		(3,105,641)	0.00%
TOTAL EXPENDITURES	-		3,105,641		(3,105,641)	0.00%
Excess (deficiency) of revenues						
Over (under) expenditures			(3,051,570)		(3,051,570)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)			3,056,129			
FUND BALANCE, ENDING		\$	4,559			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2024 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, 2023)		10,436,499		
FUND BALANCE, ENDING		\$ 10,436,499		

Bank Account Statement

Two Rivers North CDD

Bank Account Statement: Bank Account No.: 5652, Statement No.: 05_24

Currency Code

Statement Date	05/31/24	Statement Balance	6,752.50
Balance Last Statement	113,590.00	Outstanding Bank Transactions	12,140.13
Statement Ending Balance	6,752.50	Subtotal	18,892.63
		Outstanding Checks	-600.00
G/L Balance at 05/31/24	18,292.63	Bank Account Balance	18,292.63

Transaction Date	Туре	Document No.	Description	Value Date	Applied Entries	Applied Amount	Statement Amount
Statement No.	05_24						
04/25/24	Bank Account Ledger Entry	1132	Check for Vendor V00033		1	-40,221.98	-40,221.98
05/01/24	Bank Account Ledger Entry	BD00003	Deposit No. BD00003		1	1,211,523.96	1,211,523.96
05/02/24	Bank Account Ledger Entry	1133	Check for Vendor V00003		1	-150.00	-150.00
05/02/24	Bank Account Ledger Entry	1134	Check for Vendor V00007		1	-2,865.00	-2,865.00
05/02/24	Bank Account Ledger Entry	1135	Check for Vendor V00010		1	-200.00	-200.00
05/02/24	Bank Account Ledger Entry	1136	Check for Vendor V00013		1	-200.00	-200.00
05/02/24	Bank Account Ledger Entry	1137	Check for Vendor V00014		1	-400.00	-400.00
05/02/24	Bank Account Ledger Entry	1138	Check for Vendor V00016		1	-3,825.00	-3,825.00
05/02/24	Bank Account Ledger Entry	1139	Check for Vendor V00022		1	-200.00	-200.00
05/02/24	Bank Account Ledger Entry	1140	Check for Vendor V00025		1	-20,440.63	-20,440.63
05/02/24	Bank Account Ledger Entry	1141	Check for Vendor V00026		1	-3,010.00	-3,010.00
05/02/24	Bank Account Ledger Entry	1142	Check for Vendor V00029		1	-432,405.60	-432,405.60
05/02/24	Bank Account Ledger	1143	Check for Vendor V00030		1	-137.47	-137.47
05/02/24	Entry Bank Account Ledger	1144	Check for Vendor V00031		1	-1,667.64	-1,667.64
05/02/24	Entry Bank Account Ledger	1145	Check for Vendor		1	-727,661.92	-727,661.92
05/09/24	Entry Bank Account Ledger	1146	V00033 Check for Vendor V00024		1	-4,256.13	-4,256.13
05/09/24	Entry Bank Account Ledger	1147	Check for Vendor		1	-3,010.00	-3,010.00
05/16/24	Entry Bank Account Ledger	1148	V00026 Check for Vendor V00025		1	-23,392.29	-23,392.29
05/22/24	Entry Bank Account Ledger	1149	Check for Vendor		1	-3,340.00	-3,340.00
05/22/24	Entry Bank Account Ledger	1150	V00007 Check for Vendor		1	-153.66	-153.66
05/31/24	Entry Bank Account Ledger	1154	V00030 Check for Vendor		1	-200.00	-200.00
05/02/24	Entry Bank Account Ledger Entry	DD113	V00022 Payment of Invoice 000493		1	-43,119.14	-43,119.14
	,						

Bank Account Statement

Two Rivers North CDD

Currency Code

Statement Date	05/31/24	Statement Balance	6,752.50
Balance Last Statement	113,590.00	Outstanding Bank Transactions	12,140.13
Statement Ending Balance	6,752.50	Subtotal	18,892.63
		Outstanding Checks	-600.00
G/L Balance at 05/31/24	18,292.63	Bank Account Balance	18,292.63

Transaction Date	Туре	Document No.	Description	Value Date	Applied Entries	Applied Amount	Statement Amount
05/02/24	Bank Account Ledger Entry	DD114	Payment of Invoice 000492		1	-7,505.00	-7,505.00
					Total	-106,837.50	-106,837.50

TWO RIVERS NORTH INSPECTION REPORT. 6/3/24, 9:40 AM

TRN CDD. Northwater.

Monday, June 3, 2024

Prepared For Board of supervisors.

35 Issue Identified





SR 56. Assigned To DTE.

Heading West on SR 56 looks good overall. The turf conditions are dry due to the weather conditions, and the water restrictions.



Widewater Way.

Assigned To DTE.

The community entrance is clean and looks good.



Widewater Way.

Assigned To DTE.

The East & West sides of the entrance facade is clean and looks good.



Widewater Way.

Assigned To DTE.

Henning North on the East sidewalk is clean and looks good



Assigned To DTE.

Heading East on this sidewalk looks good.



Widewater Way.

Assigned To DTE.

Heading North on the West sidewalk is clean and looks good.



Assigned To DTE.

Replace the dead Jasmine plants under warranty. Make sure the irrigation run times are programmed accordingly so the soil conditions are not over- saturated with water.



Widewater Way.

Assigned To DRE.

Replace the dead & missing Holly plants under warranty.



Widewater Way.

Assigned To DTE.

The dead and missing Holly plants need to be replaced under warranty.



Widewater Way.Assigned To DTE.

Pull or burn the dead crack weeds.



Assigned To DTE.

The Paurotis dead palm fronds need to be trimmed. If this is not within the scope of the contract, please send an estimate.



Widewater Way.

Assigned To DTE.

Heading North on the street looks good.



Assigned To DTE.

Evaluate the viability of the Sabal palm tree and report your findings back to Inframark. If the Sabal palm tree is dead, it must be replaced under warranty.



Widewater Way.

Assigned To District manager.

The amenity center build is in progress.



Assigned To District manager.

The mailboxes are clean and look good.



Wild Water Way.

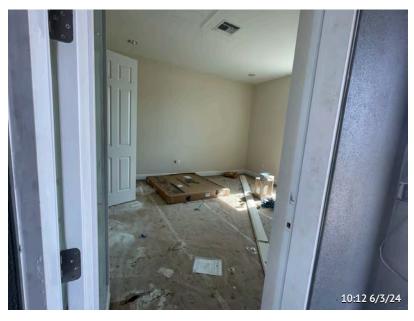
Assigned To DTE.

The newly installed entry doors look good.



Assigned To District manager.

The entry paver installation looks good.



Widewater Way.

Assigned To District manager.

The office build is in progress.



Assigned To District manager.

The clubhouse build in progress.



Widewater Way.

Assigned To District manager.

The paver installation looks good.



Assigned To District manager. The amenity center build is in progress.



Widewater Way.

Assigned To District manager.
The pool build is in progress.



Birney Run.

Assigned To DTE.

The pocket park looks good overall.



Birney Run.

Assigned To DTE.

The plants, trees, and turf is healthy and looks good.



Pond # 4.
Assigned To Sitex.
There is planktonic algae in the

receded pond.



Pond # 8.
Assigned To Sitex.
The receded pond looks good overall.



Pond # 10.
Assigned To Sitex.
The receded pond looks good overall.



Pond # 21.
Assigned To Sitex.
The receded pond is bit murky.



Pond # 22.
Assigned To Sitex.
The pond is heavily receded and

looks good overall.



Pond # 23.
Assigned To Sitex.
Dan is heavily receded and bit murky.



Pond # 5.
Assigned To Sitex.
The receded pond looks of

The receded pond looks good overall.



Pond 24.
Assigned To Sitex.
The pond is heavily receded & murky.



Pond # 6.
Assigned To Sitex.
The receded pond looks good overall.



Pond # 7.
Assigned To Sitex.
The pond is dry.



Pond # 25.
Assigned To Sitex.
The pond is dry.

TWO RIVERS NORTH INSPECTION REPORT. 6/3/24, 11:26 AM

TRN CDD. Childers.

Monday, June 3, 2024

Prepared For Board of supervisors.

43 Issue Identified





SR 56.
Assigned To District manager & DTE.
Utility turf damage poyt to the light

Utility turf damage next to the light pole.

DTE needs to send a 30 day action plan to improve the turf conditions.



SR 56. Assigned To DTE.

Even though there are water restrictions & the weather conditions are dry. The turf fertility condition needs improvement. Send Inframark a 30 day action plan on improving the turf fertility conditions.



Childers Way.

Assigned To DTE

Check the irrigation. If the turf remains dead it needs to be replaced under warranty.



Childers Way.

Assigned To DTE.

The community entrance is clean and looks good.



Childers Way.

Assigned To DTE.

The East & West sides of the entrance façade is clean and looks good.



Childers Way.

Assigned To DTE.

The West side exit looks good.



Childers Way.

Assigned To DTE.

Heading North on the West sidewalk is clean and looks good.



Childers Way.

Assigned To DTE.

The dead Palmetto plants need to be replaced under warranty. Check the soil conditions prior to installing the new plants.



Childers Way.

Assigned To DTE. Check.

Check the the irrigation runtimes and coverage.



Childers Way.

Assigned To DTE.

Heading North on the East sidewalk is clean and looks good.



Childers Way.

Assigned To DTE.

Pull or burn the dead crack weeds.



Childers Way.

Assigned To DTE.

The Philodendron plants are declining. Check the soil conditions and adjust the irrigation runtime and coverage to allow for proper soil conditions.



Childers Way.
Assigned To DTE.
Treat the weeds.



Pond # 3. Brackets Bend.

Assigned To DTE & District manager.

There were various pond banks that had missed service for the week. DTE must inform Inframark of any rain outs, or missed services on the day of the service.



Pond # 1.
Assigned To Sitex.
There is planktonic algae in the

receded pond.



Childers Way.Assigned To DTE.

Evaluate the viability of the Sabal palm trees, and report your findings back to Inframark. If the Sabal palm tree is dead it must be replaced under warranty.



Pond # 3.
Assigned To Sitex.
The receded pond looks good overall.



Pond # 14.
Assigned To Sitex.
The receded pond is murky.



Pond # 14 Rainville Loop.
Assigned To District manager.
There is contractor debris in the preserve.



Pond # 15.
Assigned To Sitex. District manager.
The pond is heavily receded & looks good overall. There is a considerable amount of contractor debris in the pond.



Pond # 16.
Assigned To Sitex.
The receded pond is murky.



Pond # 19.
Assigned To Sitex.
The heavenly receded pond is murky.



Pond # 18.
Assigned To Sitex.
The heavily receded pond looks

good overall.



Pond # 17.
Assigned To Sitex.
The receded pond but looks good overall.



Kutcher & Lanier Rd.Assigned To District manager.

There is a street sign down.



Pond # 12.
Assigned To Sitex.

The receded pond looks good overall.



Pond # 20.
Assigned To Sitex.
The receded pond is a bit murky.



Lanier.
Assigned To District manager.
The amenity center is clean and looks good.



Lanier.

Assigned To District manager.

The plants, trees, and turf are healthy and look good.



Lanier.

Assigned To District manager.

The playground is clean and looks good.



Lanier.

Assigned To District manager.

The amenity Center mailboxes.



Lanier.

Assigned To District manager.

The pool is clear and blue.



Lanier.

Assigned To District manager.

The pool pavers are clean and look good.



Lanier.

Assigned To District Manager.

The Sabal palm trees are healthy and look good.



Lanier.

Assigned To District manager.

The back of the amenity center is clean & looks good.



Lanier.

Assigned To District manager.

The clubhouse build is in progress.



Lanier.

Assigned To District manager.

The mailboxes are clean and look good.



Pond # 2.
Assigned To Sitex.
The pond is dry.



Lanier & Childers.
Assigned To DTE.
Bury the drip lines.



Ackley Trace.
Assigned To DTE.
The pocket park looks good.



Pond # 9.
Assigned To Sitex.

The filamentous algae within the pond has been treated and should begin to die.



Pond # 11. Lanier.

Assigned To DTE & District manager.

The pond bank looks like it hasn't been mowed in weeks. This is not acceptable and needs to be maintained on a weekly basis. Please make sure your crew chief verifies that all services were completed.



Pond # 11.
Assigned To Sitex.
The receded pond looks good overall.



MONTHLY REPORT

JUNE, 2024



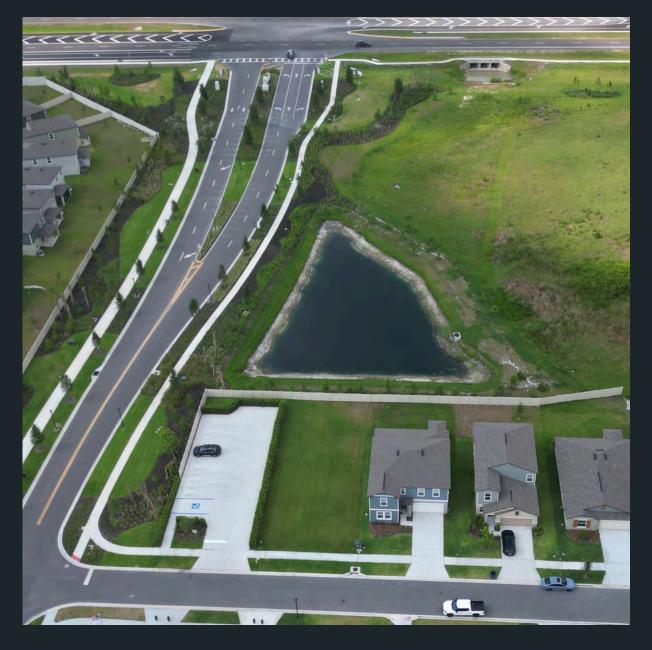


Prepared for: Carlos de la Ossa

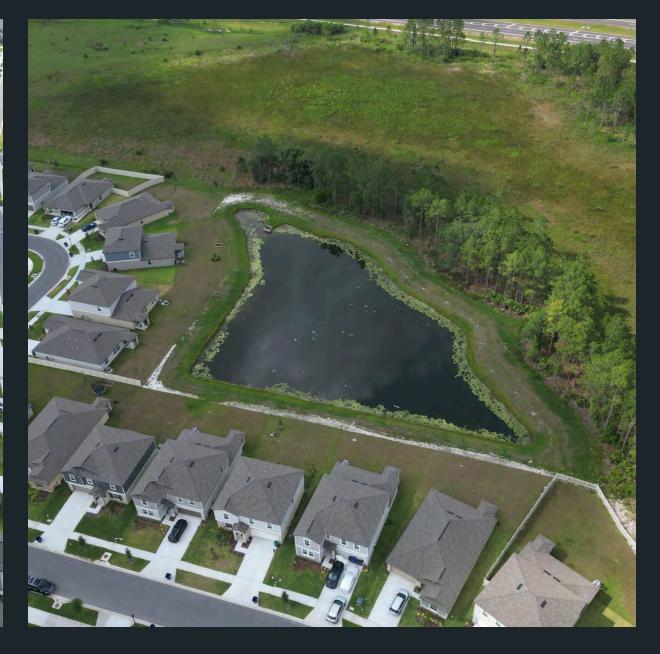
Prepared By: Devon Craig

SUMMARY:

We are starting to sound like a broken record unfortunately but the drought is still a major issue. Until we get rain our applications are being applied extremely carefully to prevent further dissolved oxygen level loss. During the lack of rain the dissolved oxygen levels drop as a result of water temp and low water levels. Hopefully rain will be in the forecast in the near future. Until then our teams will be focused on accomplishing contractual obligations during this drought.



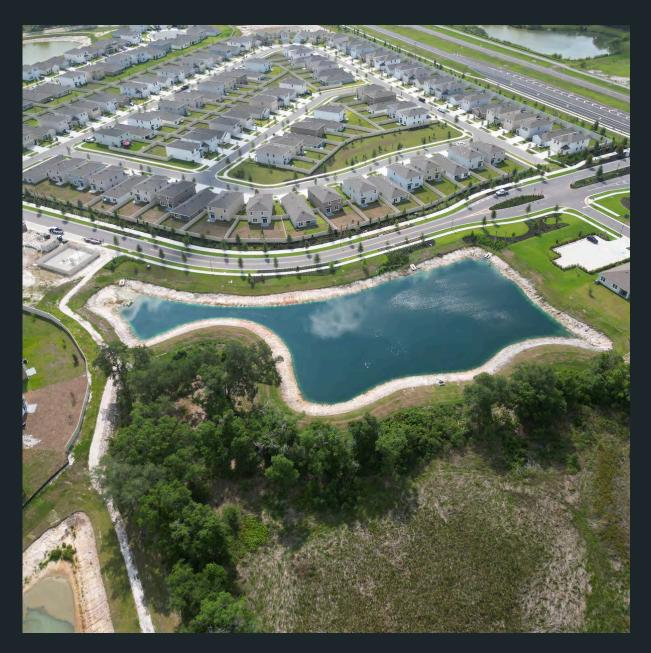




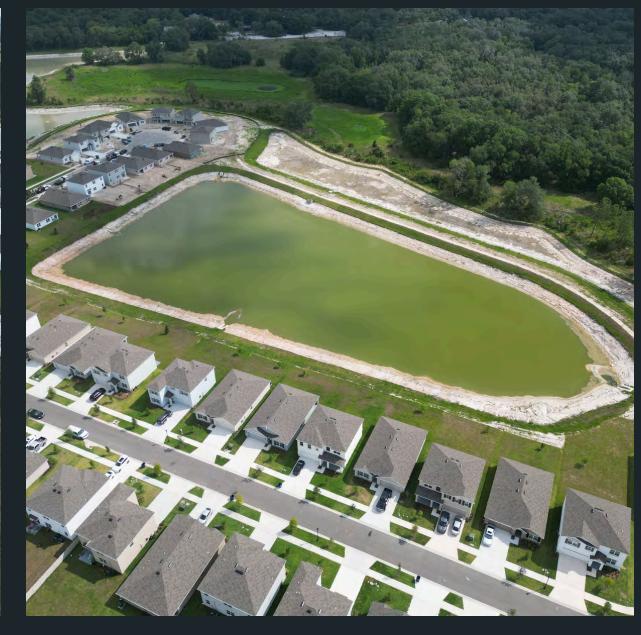
Pond #1 Treated For Algae And Shoreline Vegetation.

Pond #2 Treated for Shoreline Vegetation.

Pond #3 Treated for Algae and Shoreline Vegetation.



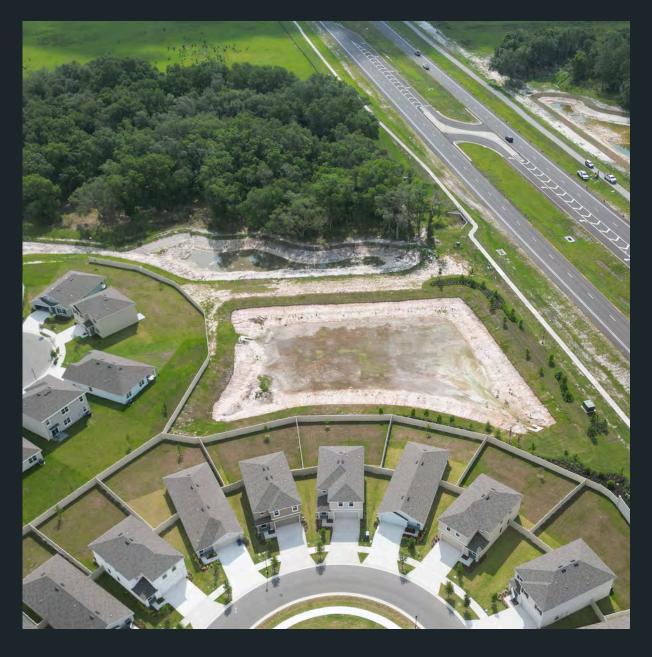




Pond #4 Treated for Shoreline Vegetation.

Pond #5 Treated for Algae and Shoreline Vegetation.

Pond #6 Treated for Algae and Shoreline Vegetation.



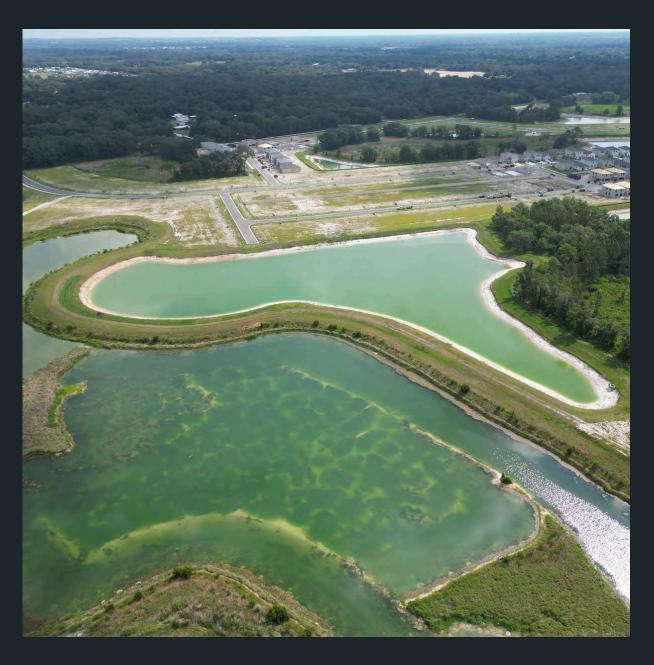




Pond #7 Treated for Algae and Shoreline Vegetation.

Pond #8 Treated for Shoreline Vegetation.

Pond #9 Treated for Algae and Shoreline Vegetation.



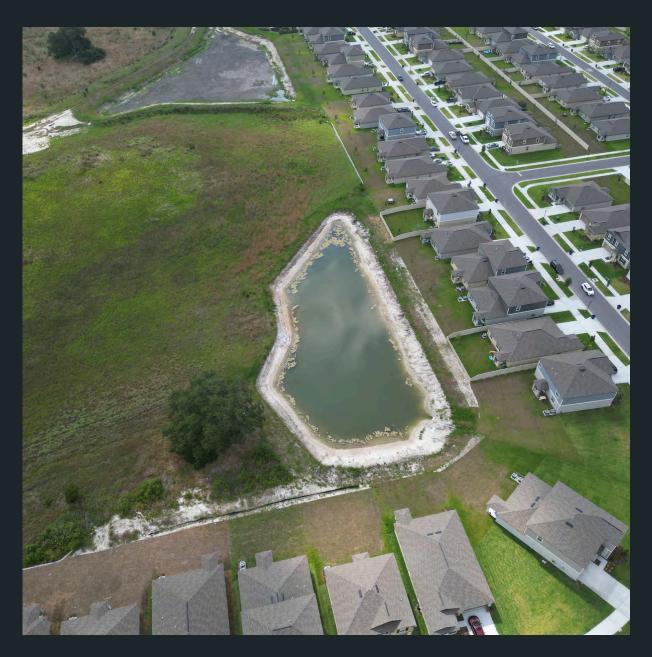




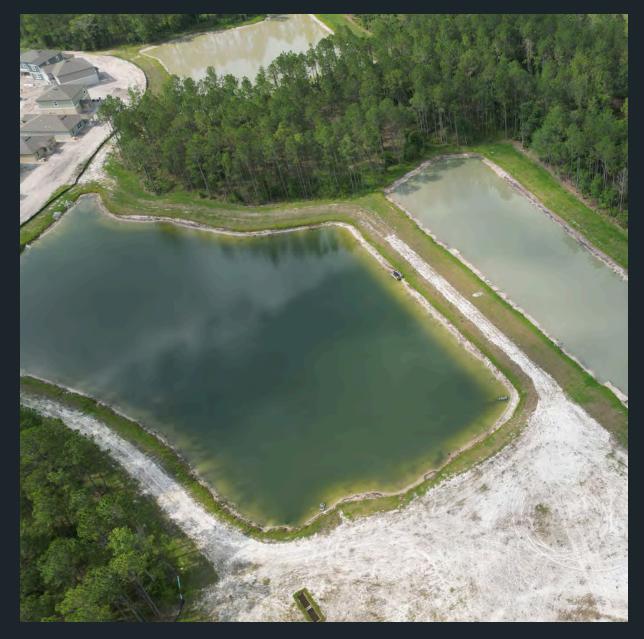
Pond #10 Treated for Shoreline Vegetation.

Pond #11 Treated for Shoreline Vegetation.

Pond #12 Treated for Shoreline Vegetation.



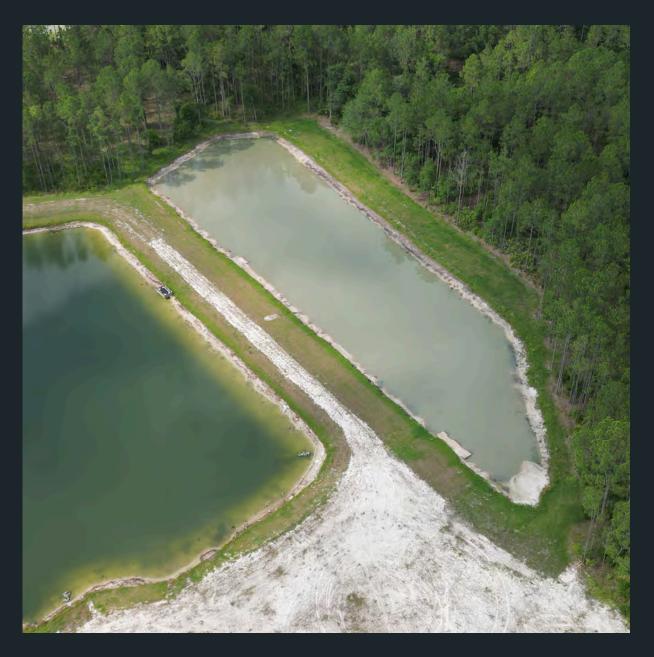




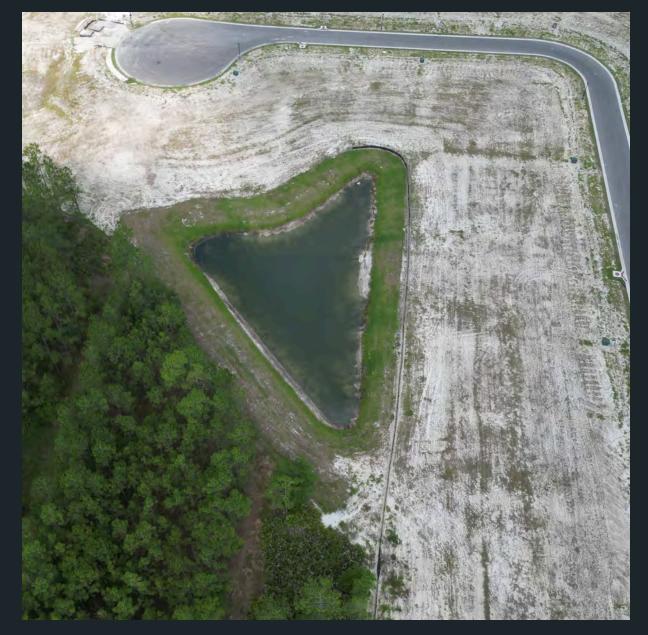
Pond #13 Treated for Algae and Shoreline Vegetation.

Pond #14 Treated for Shoreline Vegetation.

Pond #15 Treated for Shoreline Vegetation.



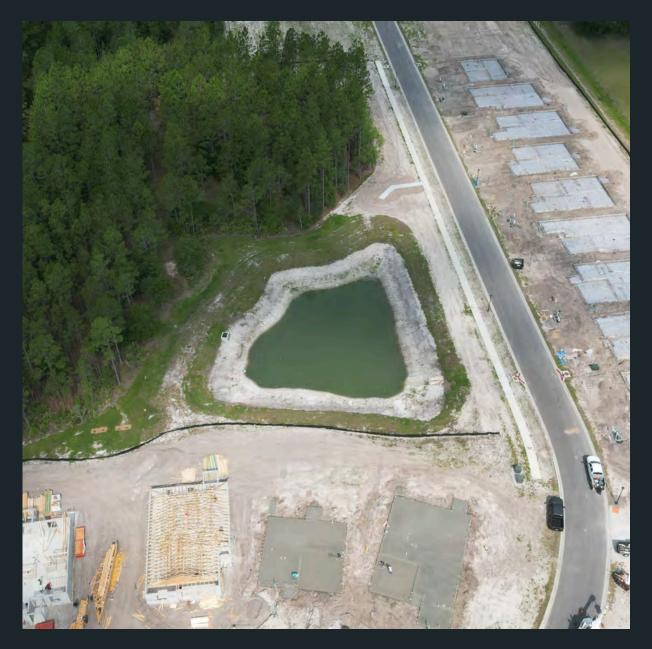




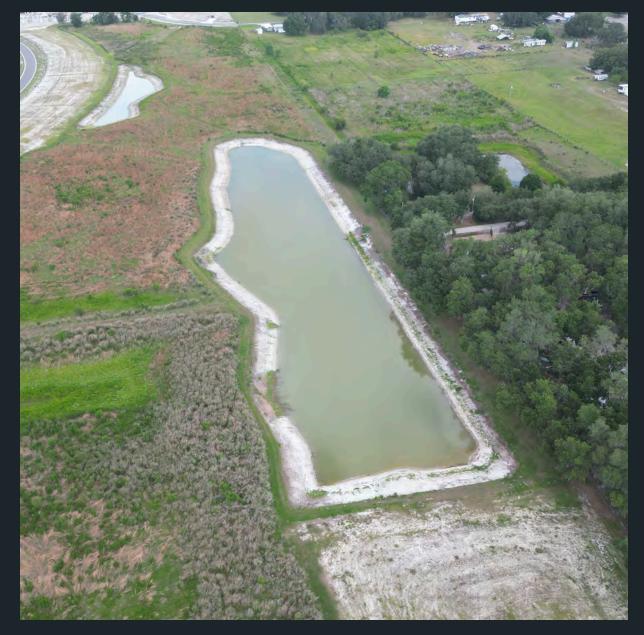
Pond #16 Treated for Shoreline Vegetation.

Pond #17 Treated for Shoreline Vegetation.

Pond #18 Treated for Algae and Shoreline Vegetation.



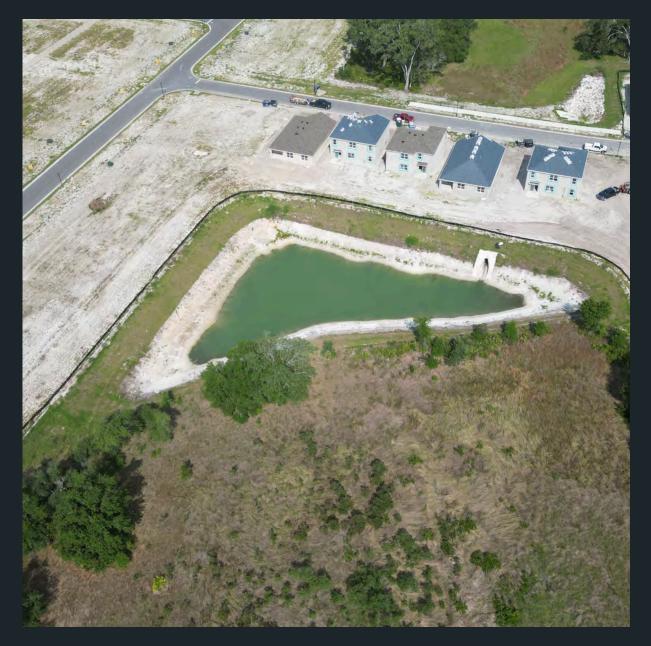




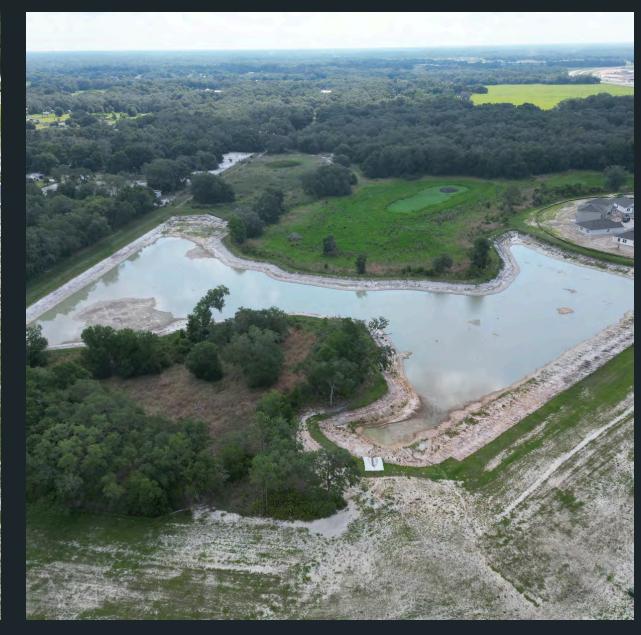
Pond #19 Treated for Shoreline Vegetation.

Pond #20 Treated for Shoreline Vegetation.

Pond #21 Treated for Shoreline Vegetation.



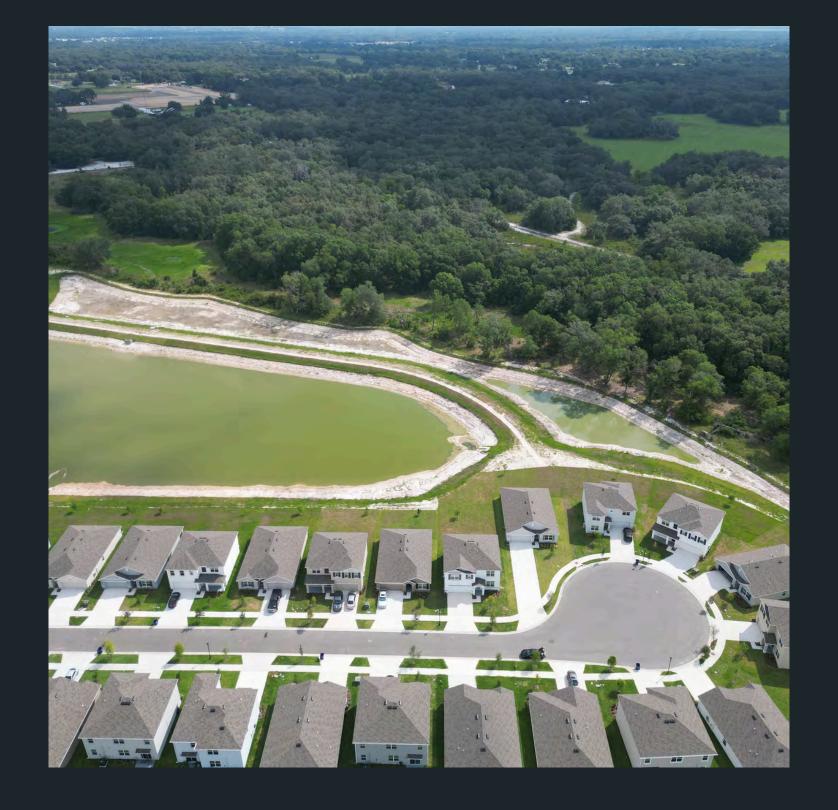




Pond #22 Treated for Shoreline Vegetation.

Pond #23 Treated for Shoreline Vegetation.

Pond #24 Treated for Shoreline Vegetation.



Pond #25 Treated for Algae and Shoreline Vegetation.