

**TWO RIVER EAST
COMMUNITY DEVELOPMENT
DISTRICT**

APRIL 15, 2025

AGENDA PACKAGE



2005 PAN AM CIRCLE, SUITE 300
TAMPA. FL 33067

Two Rivers East Community Development District

Agenda Page 2

Board of Supervisors

Carlos de la Ossa, Chairman
Nicholas Dister, Vice-Chairman
Ryan Motko, Assistant Secretary
Thomas Spence, Assistant Secretary
Angie Grunwald, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Jayna Cooper, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Tuesday, April 15, 2025, at 11:00 a.m.

The Regular Meetings of Two Rivers East Community Development District will be held on **April 15, 2025, 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.

[Join the meeting now](#)

Meeting ID: 297 982 188 241 Passcode: Yz3RiT

Dial-in by phone +1 646-838-1601 Pin: 769 240 715#

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

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS** (*Each individual has the opportunity to comment and is limited to three (3) minutes for such comment*)
- 3. BUSINESS ITEMS**
 - A. Discussion of Streetlights
 - B. Ratification of Landscape Maintenance Agreement with DTE
- 4. CONSENT AGENDA**
 - A. Approval of Minutes of the March 18, 2025 Meeting
 - B. Consideration of Operation and Maintenance Expenditures March 2025
 - C. Acceptance of the Financials and Approval of the Check Register for March 2025
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 6. BOARD MEMBERS COMMENTS**
- 7. ADJOURNMENT**

The next Meeting is scheduled for Tuesday, May 20, 2025 at 11:00 a.m.

Third Order of Business

Rough Cut Mowing Services Agreement

This Rough Cut Mowing Services Agreement (this “**Agreement**”) is entered into as of March 20, 2025 between the **Two Rivers East Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **SSS Down to Earth OPCO LLC d/b/a Down to Earth**, a Ohio limited liability company (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide mowing services for certain lands within and around the District. Contractor has previously submitted a proposal, is familiar with the areas which need to be landscaped and represents that it is qualified to serve as a mowing contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

- 1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
- 2. Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. Notwithstanding the above, the Contractor will not be responsible for any plant material not installed by Contractor.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, planted by Contractor, and other plant material only to the extent such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
- 3. Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services described for the areas outlined in the Contractor’s proposal, relevant portions of which are attached hereto as **Exhibit A** (the “**Work**”).
 - b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

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

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. The Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- f. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
- g. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.

- h. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- i. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District’s representative.
- j. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.
8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

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

10. **District Representatives and Inspections.**

- a. The District hereby designates the District Manager and other representatives of the District Manager’s office to act as the District’s representatives. The District’s representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 3 days’ notice if there is a need to reschedule.

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

11. Compensation

- a. As compensation for the Work as described and outlined in **Exhibit A**, the Contractor shall be paid monthly at the rate of **\$1,745.34**.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- c. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, work order authorization, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

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

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

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) to the extent arising in any manner whatsoever from or out of Contractor's

negligent or intentional acts or omissions in connection with performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.

- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

- ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
- iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and

their respective representatives, successors, and assigns.

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

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

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

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. Anti-Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

22. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

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

District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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

24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
25. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county the District is located in.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
28. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
29. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
31. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
32. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:

c/o Inframark
2654 Cypress Ridge Blvd
Suite 101
Wesley Chapel, FL 33544
Attn: Jayna Cooper
Jayna.Cooper@Inframark.com

To Contractor:

7887 Safeguard Circle
Valley View, Ohio 44125
DTEContractUpdates@down2earthinc.com

33. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in the Landscape Service Specifications, the Landscape Service Specifications shall control. To the extent that any provisions of this Agreement conflict with the provisions in any other exhibit, the provisions in this Agreement shall control over provisions in such other exhibit.

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

**SSS Down to Earth OPCO LLC
d/b/a Down to Earth, LLC**

DocuSigned by:



Name: Tom Lazzaro
Title: CEO

30E7F0470E534AE

**Two Rivers East
Community Development District**

Signed by:



CCUCB251E795481...
Carlos de la Ossa
Chair of the Board of Supervisors



Landscape Maintenance Agreement

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

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

Two Rivers E Roadway Rough Cutting

Landscape Maintenance Summary

Lawncare Maintenance	(34 visits)	\$ 20,944.04	Annually
-----------------------------	--------------------	---------------------	-----------------

Grand Total Annually	\$ 20,944.04
Grand Total Monthly	\$ 1,745.34

Contract Start Date: _____

Two Rivers

Down To Earth

Name _____

Name _____

Title _____

Title _____

Signature _____

Date _____

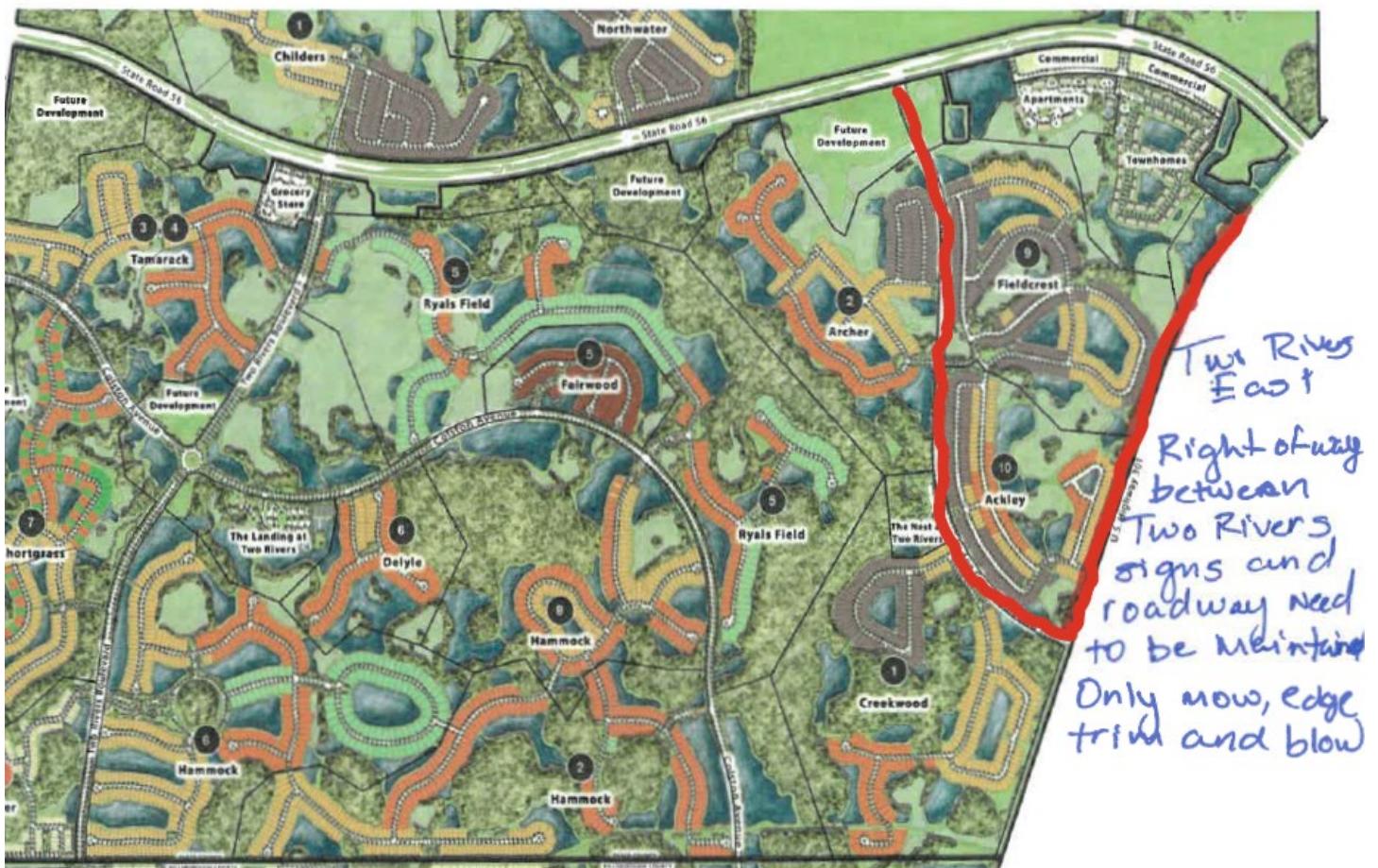
Signature _____

Date _____

Scope Calendar

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Mow	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	34
String Trim	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	34
Hard Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	34
Soft Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	17
Backpack Blowing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	34
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Debris/ Litter Removal	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	34

The scope above is representative of services, there may be times where weather conditions impact the planned service schedule. Additionally, fertilization and other chemical applications may vary based on local conditions. Standard Irrigation rates apply during business hours of 7am to 5pm, Monday to Friday. Off-hour's work requires a 50% premium to the rate.



Fourth Order of Business

**MINUTES OF MEETING
TWO RIVERS EAST
COMMUNITY DEVELOPMENT DISTRICT**

Agenda Page 18

1 The regular meeting of the Board of Supervisors of Two Rivers East Community
2 Development District was held on Tuesday, March 18, 2025, and called to order at 11:36 a.m. at the
3 SpringHill Suites by Marriott Tampa Suncoast Parkway, located at 16615 Crosspointe Run, Land O'
4 Lakes, Florida 34638.

Present and constituting a quorum were:

Carlos de la Ossa	Chairperson
Nicholas Dister	Vice Chairperson
Thomas Spence	Assistant Secretary
Angie Grunwald	Assistant Secretary

Also present were:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cooper called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Public Comments

There being no members of the public present, the next order of business followed.

THIRD ORDER OF BUSINESS

Business Items

A. Ratification of Grau Audit Engagement Letter for FY24 - FY26

On MOTION by Mr. de la Ossa seconded by Mr. Spence, with all in favor, *Grau & Associates* audit engagement letter for Fiscal Year 2024 - 2026, was ratified, 4-0

B. Consideration of Resolution 2025-04, Adopting Parking and Towing Policies

On MOTION by Mr. de la Ossa seconded by Mr. Spence, with Mr. Dister opposing, Resolution 2025-04, Adopting Parking and Towing Policies, was adopted. 3-1

C. Consideration of Resolution 2025-05, Designation of Officers

The following persons were elected to the offices shown:

- Carlos de la Ossa Chairperson
- Nicholas Dister Vice Chairperson
- Jayna Cooper Secretary
- Leah Popelka Treasurer
- Angel Montagna Assistant Treasurer
- Ryan Motko Assistant Secretary
- Thomas Spence Assistant Secretary
- Angie Grunwald Assistant Secretary

On MOTION by Mr. de la Ossa seconded by Mr. Spence, with all in favor, Resolution 2025-05, Designation of Officers as detailed above, was adopted. 4-0

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of Minutes of the February 18, 2025 Meeting
- B. Consideration of Operation and Maintenance Expenditures February 2025
- C. Acceptance of the Financials and Approval of the Check Register for February 2025

On MOTION by Mr. Motko seconded by Mr. Spence, with all in favor, the Consent Agenda was approved. 4-0

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Street lighting deposits discussion, to be included in April agenda. Discussion ensued.

B. District Manager

C. District Engineer

There being no reports, the next order of business followed.

SIXTH ORDER OF BUSINESS

Board Members' Comments

There being none, the next order of business followed.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Dister, with all in favor, the meeting was adjourned at 11:46 am. 4-0

Jayna Cooper
District Manager

Carlos de la Ossa
Chairperson

TWO RIVERS EAST
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
INFRAMARK LLC	3/3/2025	144988	\$750.00		ACCOUNTING SVCS
INFRAMARK LLC	3/3/2025	144988	\$375.00		ADMIN SVCS
INFRAMARK LLC	3/3/2025	144988	\$2,083.33		DISTRICT MGMT
INFRAMARK LLC	3/3/2025	144988	\$100.00		FINANCIAL & REVENUE
INFRAMARK LLC	3/3/2025	144988	\$200.00		RECORDING SECRETARY
INFRAMARK LLC	3/3/2025	144988	\$50.00		RENTAL & LEASES
INFRAMARK LLC	3/3/2025	144988	\$50.00		TECH/DATA STORAGE
INFRAMARK LLC	3/3/2025	144988	\$100.00		WEBSITE ADMN
INFRAMARK LLC	3/3/2025	144988	\$416.67	\$4,125.00	DISS SVCS
INFRAMARK LLC	3/20/2025	146048	\$3.45		Postage
INFRAMARK LLC	3/20/2025	146048	\$27.20	\$30.65	Meeting Space
STANTEC CONSULTING SERVICES	3/10/2025	2366447	\$1,359.00	\$1,359.00	District Engineer
Monthly Contract Subtotal					
			\$5,514.65	\$5,514.65	
Variable Contract					
ANGIE GRUNWALD	3/18/2025	AG 031825	\$200.00	\$200.00	BOARD 3/18/25
CARLOS DE LA OSSA	3/18/2025	CO 031825	\$200.00	\$200.00	BOARD 3/18/25
NICHOLAS J. DISTER	3/18/2025	ND 031825	\$200.00	\$200.00	BOARD 3/18/25
STRALEY ROBIN VERICKER	3/12/2025	26176	\$967.50	\$967.50	District Counsel
THOMAS R. SPENCE	3/18/2025	TS 031825	\$200.00	\$200.00	BOARD 3/18/25
Variable Contract Subtotal					
			\$1,767.50	\$1,767.50	
Utilities					
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE	3/13/2025	031325 6537	\$43.86	\$43.86	Electric - 1171 Broward Lift Station
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE	3/13/2025	031325 6530	\$44.06	\$44.06	Electric - 1733 Broward Lift Station
Utilities Subtotal					
			\$87.92	\$87.92	
Additional Services					
LANDSCAPERS, INC.	3/6/2025	3269	\$26,400.00	\$26,400.00	STORM CLEANUP

TWO RIVERS EAST
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Additional Services Subtotal			\$26,400.00	\$26,400.00	
TOTAL			\$33,770.07	\$33,770.07	



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

BILL TO
Two Rivers East Community
Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

INVOICE#

144988

DATE

3/3/2025

CUSTOMER ID

C3191

NET TERMS

Net 30

PO#
DUE DATE

4/2/2025

Services provided for the Month of: March 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	750.00		750.00
Administration	1	Ea	375.00		375.00
District Management	1	Ea	2,083.33		2,083.33
Financial & Revenue Collection	1	Ea	100.00		100.00
Recording Secretary	1	Ea	200.00		200.00
Rental & Leases	1	Ea	50.00		50.00
Technology/Data Storage	1	Ea	50.00		50.00
Website Maintenance / Admin	1	Ea	100.00		100.00
Dissemination Services	1	Ea	416.67		416.67
Subtotal					4,125.00

Subtotal	\$4,125.00
Tax	\$0.00
Total Due	\$4,125.00

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

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

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

Account Name: INFRAMARK, LLC

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

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

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



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#
146048

DATE
3/20/2025

CUSTOMER ID
C3191

NET TERMS
Net 30

PO#

DUE DATE
4/19/2025

BILL TO

Two Rivers East Community
Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: February 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	5	Ea	0.69		3.45
Eric Davidson 01-23-25 - SPRINGHILL SUITES LAND : meeting space \$27.20	1	Ea	27.20		27.20
Subtotal					30.65

Subtotal	\$30.65
Tax	\$0.00
Total Due	\$30.65

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

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

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

Account Name: INFRAMARK, LLC

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

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

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

Invoice Number	2366447
Invoice Date	March 10, 2025
Purchase Order	238202138
Customer Number	189316
Project Number	238202138

Bill To

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

Please Remit To

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

Project Two Rivers East CDD.

Project Manager	Stewart, Tonja L	Contract Upset	13,289.00
Current Invoice Total (USD)	1,359.00	Amount Billed to Date	2,847.75
		For Period Ending	March 7, 2025

Top Task 2025 2025 FY General Consulting
Professional Services

Billing Level		Current Hours	Rate	Current Amount
Level 07	Nurse, Vanessa M	7.00	167.00	1,169.00
Level 10	Waag, R Tyson (Tyson)	1.00	190.00	190.00
	Subtotal Professional Services	<hr/>	<hr/>	<hr/> 1,359.00

Top Task Subtotal	2025 FY General Consulting	1,359.00
	Total Fees & Disbursements	<hr/> 1,359.00
	INVOICE TOTAL (USD)	<hr/> 1,359.00

Net Due in 30 Days or in accordance with terms of the contract

Billing Backup

Agenda Page 25

Date	Project	Task	Expnd Type	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
2025-02-24	238202138	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	MAPPING COORDINATION/STATUS TRACKING FOR EPG MEETING	
2025-02-26	238202138	2025	Direct - Regular	NURSE, VANESSA M	1.00	167.00	167.00	REQUISITIONS	
2025-02-27	238202138	2025	Direct - Regular	NURSE, VANESSA M	3.50	167.00	584.50	PREPARED MAINTENANCE MAP	
2025-02-28	238202138	2025	Direct - Regular	NURSE, VANESSA M	2.00	167.00	334.00	PREPARED MAINTENANCE MAP	
2025-02-05	238202138	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	190.00	47.50	REVIEW OWNERSHIP MAPPING AND EMAIL CORRESPONDENCE WITH DM.	
2025-02-10	238202138	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	190.00	47.50	FOLLOW UP WITH TEAM REGARDING OWNERSHIP MAPPING.	
2025-02-18	238202138	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	REVIEW MEETING AGENDA AND MONTHLY BOARD MEETING ATTENDANCE.	
Total Project 238202138					8.00		\$1,359.00		

TWO RIVERS EAST CDD**MEETING DATE: March 18, 2025**

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister	✓	Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Motko		Accept	\$200
Angie Grunwald	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Jayna Cooper

TWO RIVERS EAST CDD**MEETING DATE: March 18, 2025**

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister	✓	Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Motko		Accept	\$200
Angie Grunwald	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Jayna Cooper

TWO RIVERS EAST CDD**MEETING DATE: March 18, 2025**

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister	✓	Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Motko		Accept	\$200
Angie Grunwald	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Jayna Cooper

Straley Robin Vericker
1510 W. Cleveland Street

Agenda Page 29

Tampa, FL 33606
Telephone (813) 223-9400
Federal Tax Id. - 20-1778458

Two Rivers East CDD
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

March 12, 2025
Client: 001581
Matter: 000001
Invoice #: 26176

Page: 1

RE: General

For Professional Services Rendered Through February 28, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
2/5/2025	JMV	REVIEW EMAIL FROM J. COOPER; REVIEW EMAIL FROM T. WAAG; REVIEW DRAFT PROPERTY OWNERSHIP MA.	0.6	\$225.00
2/6/2025	MB	PREPARE RESOLUTION ADOPTING ALONG WITH DISTRICT PARKING AND TOWING POLICIES.	0.9	\$292.50
2/17/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.4	\$150.00
2/18/2025	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.8	\$300.00
Total Professional Services			2.7	\$967.50

Total Services	\$967.50
Total Disbursements	\$0.00
Total Current Charges	\$967.50
Previous Balance	\$765.00
<i>Less Payments</i>	<i>(\$765.00)</i>
PAY THIS AMOUNT	\$967.50

Please Include Invoice Number on all Correspondence

TWO RIVERS EAST CDD**MEETING DATE: March 18, 2025**

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Nicholas Dister	✓	Accept	\$200
Thomas Spence	✓	Accept	\$200
Ryan Motko		Accept	\$200
Angie Grunwald	✓	Accept	\$200
Carlos de la Ossa	✓	Accept	\$200

DMS Staff Signature Jayna Cooper

Account Number **2316537** Cycle 08
Meter Number 88775761
Customer Number 20179890
Customer Name TWO RIVERS EAST CDD

Bill Date **03/13/2025**
Amount Due **43.86**
Current Charges Due **04/03/2025**

District Office Serving You
One Pasco Center

Service Address 1171 BROWARD DR
Service Description LIFT STATION 20
Service Classification General Service Non-Demand

Comparative Usage Information

Period	Days	Average kWh Per Day
Mar 2025	28	0
Feb 2025	0	0

BILLS ARE DUE
WHEN RENDERED
A 1.5 percent, but not
less than \$5, late charge
will apply to unpaid
balances as of 5:00 p.m.
on the due date shown
on this bill.



2 0 1 7 9 8 9 0

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

*** ATTENTION *** Plan to attend WREC's 78th Annual Meeting on Wednesday, April 16, 2025. Registration: 4:30 p.m. to 6:15 p.m. The Bar Code above will be used for registration. Present the top portion of your bill along with photo ID to register. See the enclosed Newsletter for additional information.

See Reverse Side For More Information

ELECTRIC SERVICE

From		To		Multiplier	Dem. Reading	KW Demand	kWh Used
Date	Reading	Date	Reading				
02/10		03/10	5				5

Previous Balance

0.00 0.00

Payment

0.00

Balance Forward

0.00

Customer Charge	39.16
Energy Charge 5 KWH @ 0.05017	0.25
Fuel Adjustment 5 KWH @ 0.04000	0.20
FL Gross Receipts Tax	1.02
State Tax	2.82
Pasco County Tax	0.41

Total Current Charges

43.86

Total Due

Please Pay

43.86



Current Charges Due Date	04/03/2025
TOTAL CHARGES DUE	43.86
Total Charges Due After Due Date	48.86

CUSTOMER INFORMATION

Bill Payment Procedure

When paying by mail, please detach the lower portion and enclose it with your payment. Include your Account number on your check or other correspondence. Never mail cash.

When paying in person, please bring the entire bill with you. The upper portion will be stamped "paid" to serve as your receipt.

You can pay by phone using your credit card by dialing (844) 209-7166.

This is WREC's Secure Pay-By-Phone System.

Definitions

KWH: Kilowatt-hour - the basic measurement of electric energy use. One KWH will light ten 100-watt bulbs for one hour.

ESTIMATED: If we were unable to read your electric meter, your KWH was estimated. If this is the case, your electrical use has been calculated on the basis of past usage.

CUSTOMER

CHARGE: A fixed monthly amount to cover the cost of providing service to your location. This charge is applicable whether or not any electricity is used.

ENERGY: An amount to recover the remaining cost of distributing energy.

DEMAND (General Service customers only)

CHARGE: A charge based on a customer's peak power energy requirement during any 15-minute billing interval.

SERVICE

CHARGE: A charge for additional services such as connection of service, outdoor lights, or returned checks.

FUEL: To recover or return that amount of fuel cost not included in the energy amount.

About Customer Assistance Plans

Budget Bill Plan

(Year-round Residential accounts only) This eliminates the inconvenience of high bills and makes budgeting much easier.

Medically Essential Service

If electricity is essential to the health or life of a member of your household, please contact your district office.

About Employees

Withlacoochee River Electric Coop., Inc. employees rarely are required to enter a customer's home, but, should this be necessary, insist that you see his or her employee identification card which carries both name and photograph.



Wrec Net



Street Light
Repair

If Your Power Goes Off Agenda Page 33

1. Check to see if your neighbor or part of your home still has power. If so, chances are that you have blown a fuse or tripped a circuit breaker.
2. Please wait at least two minutes before reporting an interruption to see if service is restored.
3. Please remember that during severe weather, interruptions may be widespread.

About Refunds

It is important that you keep us informed of your current mailing address so we may insure proper delivery of future refunds. Failure to negotiate a refund check or otherwise claim an amount due you from the Cooperative will result in a \$1.00 per month maintenance fee being charged. Said fee will commence not less than 120 days following the date of refund.

NOTE: This information is provided to assist you in understanding some of our terms and basic billing procedures. If you require additional information, please contact any of our customer service personnel.

Contact Information

Corporate Office

14651 21st Street
Dade City
(352) 567-5133

One Pasco Center

30461 Commerce Dr.
San Antonio
(352) 588-5115

Bayonet Point

12013 Hays Road
Shady Hills
(727) 868-9465

West Hernando

10005 Cortez Blvd.
Weeki Wachee
(352) 596-4000

Crystal River

5330 W. Gulf to Lake Hwy.
Lecanto
(352) 795-4382

Telephone Access If Calling From:

Sumter County to West Hernando	(352) 793-7813
Dunnellon to Crystal River	(352) 489-6818
Tampa to One Pasco Center	(813) 979-9732
Polk County to One Pasco Center	(863) 687-4396
East Hernando County to One Pasco Center	(352) 596-3360
Central Pasco County to Bayonet Point	Verizon (813) 972-9233

When Mailing Payments, Mail To:

Withlacoochee River Electric Cooperative, Inc.
P.O. Box 100
Dade City, FL 33526-0100

Visit us on the internet at

www.wrec.net

WITHLACOOCHEE RIVER ELECTRIC
COOPERATIVE, INC. 

Your Touchstone Energy® Cooperative 
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number **2316530** Cycle 08
Meter Number 90425388
Customer Number 20179890
Customer Name TWO RIVERS EAST CDD

Bill Date 03/13/2025
Amount Due 44.06
Current Charges Due 04/03/2025

District Office Serving You
One Pasco Center

Service Address 1733 BROWARD DR
Service Description LIFT STATION 19
Service Classification General Service Non-Demand

Comparative Usage Information

Period	Days	Average kWh Per Day
Mar 2025	28	0
Feb 2025	0	0

BILLS ARE DUE
WHEN RENDERED
A 1.5 percent, but not
less than \$5, late charge
will apply to unpaid
balances as of 5:00 p.m.
on the due date shown
on this bill.



2 0 1 7 9 8 9 0

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

*** ATTENTION *** Plan to attend WREC's 78th Annual Meeting on Wednesday, April 16, 2025. Registration: 4:30 p.m. to 6:15 p.m. The Bar Code above will be used for registration. Present the top portion of your bill along with photo ID to register. See the enclosed Newsletter for additional information.

See Reverse Side For More Information

ELECTRIC SERVICE

From		To		Multiplier	Dem. Reading	KW Demand	kWh Used
Date	Reading	Date	Reading				
02/10		03/10	7				7

Previous Balance	0.00
Payment	0.00
Balance Forward	0.00

Customer Charge	39.16
Energy Charge 7 KWH @ 0.05017	0.35
Fuel Adjustment 7 KWH @ 0.04000	0.28
FL Gross Receipts Tax	1.02
State Tax	2.84
Pasco County Tax	0.41

Total Current Charges	44.06
Total Due	44.06
Please Pay	

WITHLACOOCHEE RIVER ELECTRIC
COOPERATIVE, INC. 

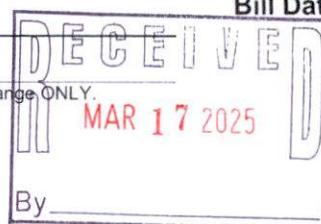
Your Touchstone Energy® Cooperative 
P.O. Box 278 • Dade City, Florida 33526-0278

Please Detach and Return This Portion With
Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 03/13/2025

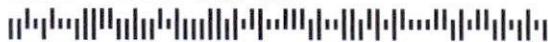
Use above space for address change ONLY.



District: OP08



2316530 OP08
TWO RIVERS EAST CDD
2005 PAN AM CIR STE 300
ROCKY POINT FL 33607-6008



Make check payable to W.R.E.C. MUST BE IN BLACK OR BLUE INK.

Current Charges Due Date	04/03/2025
TOTAL CHARGES DUE	44.06
Total Charges Due After Due Date	49.06

000231653000000440600000490606

CUSTOMER INFORMATION

Bill Payment Procedure

When paying by mail, please detach the lower portion and enclose it with your payment. Include your Account number on your check or other correspondence. Never mail cash.

When paying in person, please bring the entire bill with you. The upper portion will be stamped "paid" to serve as your receipt.

You can pay by phone using your credit card by dialing (844) 209-7166.

This is WREC's Secure Pay-By-Phone System.

Definitions

KWH: Kilowatt-hour - the basic measurement of electric energy use. One KWH will light ten 100-watt bulbs for one hour.

ESTIMATED: If we were unable to read your electric meter, your KWH was estimated. If this is the case, your electrical use has been calculated on the basis of past usage.

CUSTOMER

CHARGE: A fixed monthly amount to cover the cost of providing service to your location. This charge is applicable whether or not any electricity is used.

ENERGY: An amount to recover the remaining cost of distributing energy.

DEMAND (General Service customers only)

CHARGE: A charge based on a customer's peak power energy requirement during any 15-minute billing interval.

SERVICE

CHARGE: A charge for additional services such as connection of service, outdoor lights, or returned checks.

FUEL: To recover or return that amount of fuel cost not included in the energy amount.

About Customer Assistance Plans

Budget Bill Plan

(Year-round Residential accounts only) This eliminates the inconvenience of high bills and makes budgeting much easier.

Medically Essential Service

If electricity is essential to the health or life of a member of your household, please contact your district office.

About Employees

Withlacoochee River Electric Coop., Inc. employees rarely are required to enter a customer's home, but, should this be necessary, insist that you see his or her employee identification card which carries both name and photograph.



Wrec Net



Street Light
Repair

If Your Power Goes Off Agenda Page 35

1. Check to see if your neighbor or part of your home still has power. If so, chances are that you have blown a fuse or tripped a circuit breaker.
2. Please wait at least two minutes before reporting an interruption to see if service is restored.
3. Please remember that during severe weather, interruptions may be widespread.

About Refunds

It is important that you keep us informed of your current mailing address so we may insure proper delivery of future refunds. Failure to negotiate a refund check or otherwise claim an amount due you from the Cooperative will result in a \$1.00 per month maintenance fee being charged. Said fee will commence not less than 120 days following the date of refund.

NOTE: This information is provided to assist you in understanding some of our terms and basic billing procedures. If you require additional information, please contact any of our customer service personnel.

Contact Information

Corporate Office

14651 21st Street
Dade City
(352) 567-5133

One Pasco Center

30461 Commerce Dr.
San Antonio
(352) 588-5115

Bayonet Point

12013 Hays Road
Shady Hills
(727) 868-9465

West Hernando

10005 Cortez Blvd.
Weeki Wachee
(352) 596-4000

Crystal River

5330 W. Gulf to Lake Hwy.
Lecanto
(352) 795-4382

Telephone Access If Calling From:

Sumter County to West Hernando	(352) 793-7813
Dunnellon to Crystal River	(352) 489-6818
Tampa to One Pasco Center	(813) 979-9732
Polk County to One Pasco Center	(863) 687-4396
East Hernando County to One Pasco Center	(352) 596-3360
Central Pasco County to Bayonet Point	Verizon (813) 972-9233

When Mailing Payments, Mail To:

Withlacoochee River Electric Cooperative, Inc.
P.O. Box 100
Dade City, FL 33526-0100

Visit us on the internet at

www.wrec.net

Two Rivers East Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
March 31, 2025**

Prepared by:



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

TWO RIVERS EAST**Balance Sheet**

As of March 31, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
ASSETS					
Cash - Operating Account	\$ 197,464	\$ -	\$ -	\$ -	\$ 197,464
Due From Developer	19,060	-	-	-	19,060
Due From Other Funds	-	-	817	-	817
Investments:					
Acq. & Const. (Offsite Project)	-	-	154	-	154
Acquisition & Construction Account	-	-	279,511	-	279,511
Reserve Fund	-	1,850,247	-	-	1,850,247
Revenue Fund	-	1,451,516	-	-	1,451,516
Amount Avail In Debt Services	-	-	-	2,480,347	2,480,347
Amount To Be Provided	-	-	-	23,779,653	23,779,653
TOTAL ASSETS	\$ 216,524	\$ 3,301,763	\$ 280,482	\$ 26,260,000	\$ 30,058,769
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Payable - Other	1,065	-	-	-	1,065
Bonds Payable - Series 2023	-	-	-	26,260,000	26,260,000
Due To Other Funds	-	817	-	-	817
TOTAL LIABILITIES	1,065	817	-	26,260,000	26,261,882
FUND BALANCES					
Restricted for:					
Debt Service	-	3,300,946	-	-	3,300,946
Capital Projects	-	-	280,482	-	280,482
Unassigned:	215,459	-	-	-	215,459
TOTAL FUND BALANCES	215,459	3,300,946	280,482	-	3,796,887
TOTAL LIABILITIES & FUND BALANCES	\$ 216,524	\$ 3,301,763	\$ 280,482	\$ 26,260,000	\$ 30,058,769

TWO RIVERS EAST
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2025
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- CDD Collected	\$ -	\$ 53,732	\$ 53,732	0.00%
Developer Contribution	305,625	233,486	(72,139)	76.40%
TOTAL REVENUES	305,625	287,218	(18,407)	93.98%
EXPENDITURES				
Administration				
Supervisor Fees	12,000	4,400	7,600	36.67%
ProfServ-Dissemination Agent	4,200	2,500	1,700	59.52%
ProfServ-Info Technology	600	300	300	50.00%
ProfServ-Recording Secretary	2,400	1,200	1,200	50.00%
ProfServ-Trustee Fees	6,500	-	6,500	0.00%
District Counsel	9,500	5,313	4,187	55.93%
District Engineer	9,500	4,566	4,934	48.06%
Administrative Services	4,500	2,250	2,250	50.00%
Management & Accounting Services	9,000	-	9,000	0.00%
District Manager	25,000	13,542	11,458	54.17%
Accounting Services	9,000	4,500	4,500	50.00%
Auditing Services	6,000	-	6,000	0.00%
Website Compliance	1,800	1,500	300	83.33%
Postage, Phone, Faxes, Copies	500	7	493	1.40%
Rentals & Leases	600	300	300	50.00%
Public Officials Insurance	2,475	2,475	-	100.00%
Legal Advertising	3,500	153	3,347	4.37%
Bank Fees	200	-	200	0.00%
Financial & Revenue Collections	1,200	600	600	50.00%
Meeting Expense	4,000	60	3,940	1.50%
Website Administration	1,200	622	578	51.83%
Miscellaneous Expenses	250	-	250	0.00%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	175	-	100.00%
Total Administration	114,200	44,463	69,737	38.93%

TWO RIVERS EAST
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Other Physical Environment</u>				
ProfServ-Wildlife Management Service	6,400	-	6,400	0.00%
Contracts-Landscape	125,000	-	125,000	0.00%
Contracts-Aquatic Control	38,000	-	38,000	0.00%
Insurance - General Liability	3,025	2,725	300	90.08%
R&M-Other Landscape	9,000	-	9,000	0.00%
Total Other Physical Environment	181,425	2,725	178,700	1.50%
<u>Contingency</u>				
Misc-Contingency	10,000	27,335	(17,335)	273.35%
Total Contingency	10,000	27,335	(17,335)	273.35%
TOTAL EXPENDITURES	305,625	74,523	231,102	24.38%
Excess (deficiency) of revenues				
Over (under) expenditures	-	212,695	212,695	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		2,764		
FUND BALANCE, ENDING		\$ 215,459		

TWO RIVERS EAST
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2025
Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ 50,662	\$ 50,662	0.00%
Special Assmnts- CDD Collected	1,845,900	1,871,226	25,326	101.37%
TOTAL REVENUES	1,845,900	1,921,888	75,988	104.12%
EXPENDITURES				
Debt Service				
Principal Debt Retirement	370,000	-	370,000	0.00%
Interest Expense	1,475,900	742,459	733,441	50.31%
Total Debt Service	1,845,900	742,459	1,103,441	40.22%
TOTAL EXPENDITURES	1,845,900	742,459	1,103,441	40.22%
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,179,429	1,179,429	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		2,121,517		
FUND BALANCE, ENDING		\$ 3,300,946		

TWO RIVERS EAST
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2025
Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ 21,730	\$ 21,730	0.00%
TOTAL REVENUES	-	21,730	21,730	0.00%
EXPENDITURES				
Construction In Progress				
Construction in Progress	-	648,384	(648,384)	0.00%
Total Construction In Progress	-	648,384	(648,384)	0.00%
TOTAL EXPENDITURES	-	648,384	(648,384)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(626,654)	(626,654)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		907,136		
FUND BALANCE, ENDING		<u>\$ 280,482</u>		

Bank Account Statement

Two Rivers East CDD

Bank Account No. 9075

Statement No. 03-25

Statement Date

03/31/2025

G/L Account No. 101001 Balance	197,463.62	Statement Balance	197,694.27
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	<u>197,463.62</u>	Subtotal	197,694.27
Negative Adjustments	0.00	Outstanding Checks	-230.65
Ending G/L Balance	<u>197,463.62</u>	Ending Balance	197,463.62

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
--------------	---------------	--------------	--------	-------------	--------	----------------	------------

Deposits

03/19/2025	Payment	BD00009	Special Assmnts-CDD Collected	Deposit No. BD00009	151.70	151.70	0.00
03/25/2025	Payment	BD00010	Special Assmnts-CDD Collected	Deposit No. BD00010	151.70	151.70	0.00
03/25/2025	Payment	BD00011	Special Assmnts-CDD Collected	Deposit No. BD00011	151.70	151.70	0.00
03/25/2025	Payment	BD00012	Special Assmnts-CDD Collected	Deposit No. BD00012	155.40	155.40	0.00
03/25/2025	Payment	BD00013	Special Assmnts-CDD Collected	Deposit No. BD00013	145.04	145.04	0.00
03/10/2025	Payment	BD00014	Utility - Electric	Deposit No. BD00014	300.00	300.00	0.00
03/10/2025	Payment	BD00015	ProfServ-Tax Collector	Deposit No. BD00015	445.00	445.00	0.00
Total Deposits					1,500.54	1,500.54	0.00

Checks

12/17/2024	Payment	1133	RYAN MOTKO	Check for Vendor V00009	-200.00	-200.00	0.00
12/19/2024	Payment	1142	RYAN MOTKO	Check for Vendor V00009	-200.00	-200.00	0.00
01/28/2025	Payment	1154	RYAN MOTKO	Payment of Invoice 000280	-200.00	-200.00	0.00
02/27/2025	Payment	1163	INFRAMARK LLC	Check for Vendor V00003	-32.63	-32.63	0.00
02/27/2025	Payment	1164	NICHOLAS J. DISTER	Check for Vendor V00008	-200.00	-200.00	0.00
02/27/2025	Payment	1165	RYAN MOTKO STANTEC	Check for Vendor V00009	-200.00	-200.00	0.00
02/27/2025	Payment	1166	CONSULTING SERVICES	Check for Vendor V00019	-1,488.75	-1,488.75	0.00
02/27/2025	Payment	1167	THOMAS R. SPENCE	Check for Vendor V00011	-200.00	-200.00	0.00
03/04/2025	Payment	1168	ANGIE GRUNWALD	Check for Vendor V00038	-200.00	-200.00	0.00
03/05/2025	Payment	1169	INFRAMARK LLC	Check for Vendor V00003	-4,125.00	-4,125.00	0.00
03/25/2025	Payment	1170	ANGIE GRUNWALD	Check for Vendor V00038	-200.00	-200.00	0.00
03/25/2025	Payment	1171	CARLOS DE LA OSSA	Check for Vendor V00014	-200.00	-200.00	0.00
03/25/2025	Payment	1173	LANDSCAPERS, INC.	Check for Vendor V00039	-26,400.00	-26,400.00	0.00

Bank Account Statement

Two Rivers East CDD

Bank Account No. 9075

Statement No. 03-25

Statement Date

03/31/2025

03/25/2025	Payment	1174	STANTEC CONSULTING SERVICES	Check for Vendor V00019	-1,359.00	-1,359.00	0.00
03/25/2025	Payment	1175	STRALEY ROBIN VERICKER	Check for Vendor V00005	-967.50	-967.50	0.00
03/25/2025	Payment	1176	THOMAS R. SPENCE	Check for Vendor V00011	-200.00	-200.00	0.00
03/25/2025	Payment	1177	WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE	Check for Vendor V00037	-87.92	-87.92	0.00
Total Checks					-36,460.80	-36,460.80	0.00

Adjustments

Total Adjustments

Outstanding Checks

03/25/2025	Payment	1172	INFRAMARK LLC	Check for Vendor V00003	-30.65
03/25/2025	Payment	1178	NICHOLAS J. DISTER	Check for Vendor V00008	-200.00
Total Outstanding Checks					-230.65

Outstanding Deposits

Total Outstanding Deposits