

THREE RIVERS STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS

July 10, 2024

**REGULAR MEETING
AGENDA**

**THREE RIVERS
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Three Rivers Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

July 3, 2024

Board of Supervisors
Three Rivers Stewardship District

Dear Board Members:

The Board of Supervisors of the Three Rivers Stewardship District will hold a Regular Meeting on July 10, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion:/Consideration: Merger with Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2
 - Resolution 2024-06, Approving Merger Agreements with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; Authorizing Such Actions as are Necessary in Furtherance of the Merger Process; Setting a Public Hearing; Limiting the Effective Date of Anticipated Merger; and Providing Severability and an Effective Date
 - Proposed Merger Agreements
4. Acceptance of Unaudited Financial Statements as of May 31, 2024
5. Approval of June 12, 2024 Regular Meeting Minutes
6. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Stantec Consulting Services, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: August 14, 2024 at 11:00 AM [Adoption of FY2025 Budget]

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

○ QUORUM CHECK

SEAT 1	PAMELA CURRAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	DALE WEIDEMILLER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	PETE WILLIAMS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JOHN BLAKLEY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOHN LEINAWEAVER	☐ IN PERSON	☐ PHONE	☐ NO

7. Board Members' Comments/Requests
8. Public Comments
9. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chuck Adams
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

**THREE RIVERS
STEWARDSHIP DISTRICT**

3

RESOLUTION 2024-06

A RESOLUTION OF THE THREE RIVERS STEWARDSHIP DISTRICT APPROVING MERGER AGREEMENTS WITH THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AND LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2; AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE MERGER PROCESS; SETTING A PUBLIC HEARING; LIMITING THE EFFECTIVE DATE OF ANTICIPATED MERGER; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Three Rivers Stewardship District (“Stewardship District”) is a local unit of special-purpose government established by the Florida Legislature pursuant to Chapter 2023-337 Laws of Florida, as amended, (“Act”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, Lakes of Sarasota Community Development District (“CDD”) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and established by Sarasota County, Florida pursuant to Ordinance No. 2019-51, for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, Lakes of Sarasota Community Development District 2 (“CDD 2 together with the CDD and Stewardship District, the “Districts””) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and established by Sarasota County, Florida pursuant to Ordinance No. 2021-116, for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Board of Supervisors of the Stewardship District has determined that a merger with CDD and CDD 2 is in the best interests of the Districts because, among other reasons, the merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ maintenance and operation of existing projects benefitting both Districts; and
- (c) Better achieve the original public infrastructure delivery and maintenance plans for the Districts; and
- (d) Provide greater access to recreational improvements.

WHEREAS, pursuant to Section 190.046, Florida Statutes, and the Act, agreements have been prepared in the form attached hereto as **Exhibit A** (“Merger Agreements”), which agreements set forth the terms for effecting the merger including, among other things, making provision for the filing of merger requests, for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired; and

WHEREAS, Section 190.046(3) of the Florida Statutes authorizes the merger of community development districts as follows, with emphasis added:

A community development district may also merge with another type of special district created by special act pursuant to the terms of that special act. . . . The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts. . . . the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district. A community development district merging with another type of district may also enter into a merger agreement to address issues of transition, including the allocation of indebtedness and retirement of debt.; and

WHEREAS, Section (6)(27) of the Act also authorizes the merger of one or more community development districts with Stewardship District as follows, with emphasis added:

The district may merge with one or more community development districts situated wholly within its boundaries. The district shall be the surviving entity of the merger. Any mergers shall commence upon each such community development district filing a written request for merger with the district. A copy of the written request shall also be filed with Sarasota County. The district, subject to the direction of its board of supervisors, shall enter into a merger agreement which shall provide for the proper allocation of debt, the manner in which such debt shall be retired, the transition of the community development district board, and the transfer of all financial obligations and operating and maintenance responsibilities to the district. The execution of the merger agreement by the district and each community development district constitutes consent of the landowners within each district.

WHEREAS, the Merger Agreements provide that, as the surviving district, the Stewardship District will assume all indebtedness of, and receive title to, all property owned by CDD and CDD 2; and

WHEREAS, the Merger Agreements provide that all existing bond indebtedness continue to be secured by, and allocated in the same manner as, the existing debt assessment liens; and

WHEREAS, the Merger Agreements provide that the merger will not adversely affect the rights of creditors of any of the Districts or other parties with whom any of the Districts have entered into a contractual relationship; and

WHEREAS, as with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, as with the existing Districts, the surviving district is the best alternative available for delivering community development services and facilities; and

WHEREAS, as with the existing Districts, the area of land that will lie in the amended boundaries of the surviving district is amenable to separate special district government; and

WHEREAS, in order to seek the merger pursuant to Chapter 190, Florida Statutes, and the Act, the Stewardship District must authorize its staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the merger process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by the Stewardship District staff may require the expenditure of certain fees, costs, and other expenses as authorized by the Stewardship District Board of Supervisors; and

WHEREAS, the Stewardship District desires to approve the Merger Agreements and hereby authorize Stewardship District staff to effect the merger consistent with the Merger Agreements and the procedures and processes described in Chapter 190, Florida Statutes, and Chapter 2023-337, Laws of Florida, which processes include the consideration of written requests by CDD and CDD 2, setting the public hearing thereon, and such other actions as are necessary in furtherance of the merger process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE THREE RIVERS STEWARDSHIP DISTRICT:

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. **Approval of Merger Agreements.** The Board hereby approves for execution the Merger Agreements in the form attached hereto as **Exhibit A**.
3. **Authorization for Merger.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the District, and District Staff, to proceed as necessary in the consideration of merger requests and related materials to seek the merger of the CDD, CDD 2 and the Stewardship District consistent with the terms of the Merger Agreements, Chapter 190,

Florida Statutes, and Chapter 2023-337, Laws of Florida, and further authorizes the prosecution of the procedural requirements detailed in Chapter 2023-337, Laws of Florida, for the merger.

4. **Setting the Public Hearing on Merger.** A public hearing will be held to provide information and take public comment on the proposed merger and Merger Agreement on _____, 2024 at _____ .m. at _____. Notice shall be published in accordance with the provisions of Chapter 2023-337(6)(27), Laws of Florida.

5. **Effective Date of Merger.** Pursuant to the Merger Agreements, the effective date of the merger shall be upon dissolution of the CDD and CDD 2 by Sarasota County.

6. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

7. **Effective Date.** This Resolution shall take effect upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED THIS 10th DAY OF JULY, 2024.

ATTEST:

THREE RIVERS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Merger Agreements

Exhibit A: Proposed Merger Agreements

This instrument was prepared by:

Jonathan T. Johnson
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**MERGER AGREEMENT BY AND BETWEEN
LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AND THREE RIVERS
STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

Lakes of Sarasota Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “CDD,”); and

Three Rivers Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2023-337, *Laws of Florida*, as amended, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “Stewardship District” and together with the CDD, the “Districts”).

Recitals

WHEREAS, the CDD was established as of December 11, 2019, by Ordinance No. 2019-51 adopted by the Board of County Commissioners of Sarasota County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Stewardship District was established as of July 1, 2023, by Chapter 2023-337, Laws of Florida, and amended by Chapter 2024-291, Laws of Florida, on June 14, 2024, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the CDD is currently located within the boundaries of the Stewardship District and located within Sarasota County, Florida; and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

WHEREAS, Chapter 2023-337(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the Stewardship District and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

WHEREAS, because the CDD is located within the boundaries of the Stewardship District, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among other reasons, the Merger would promote greater efficiency in the Districts’ operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

WHEREAS, on July 10, 2024, the Board of Supervisors (the “Board(s)”) of the CDD and Stewardship District adopted Resolutions evidencing the Districts’ intent to effectuate the Merger between the Districts, directing the Districts’ staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the “Merger Approval Resolutions”); and

WHEREAS, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, the CDD and Stewardship District accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

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

1. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*.

2. The Merger. Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with Stewardship District a written request (“Merger Request”) requesting that the CDD merge into the Stewardship District that would effectuate the Merger of the CDD into and with the Stewardship District as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Sarasota County. The Merger shall become effective upon dissolution of the CDD by Sarasota County (the “Merger Effective Date”). On the Merger Effective Date, the CDD shall be merged into and with the Stewardship District as the surviving entity, and the CDD

shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the Stewardship District shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*.

3. Delegation of Authority; Cooperation. This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. Funding. The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*, District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. Legal Opinions. The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. District Boundaries. Upon the Merger, the surviving District shall be the Stewardship District and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. Board Members. Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of Stewardship District shall continue to operate as the Board of the Merged District.

8. Property & Assets. Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the "CDD Assets") to the Stewardship District. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. Assessments. Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the "CDD Assessments") shall be payable when due to the Stewardship District. By execution of this Agreement, and as

of the Merger Effective Date, the CDD delegates, and the Stewardship District accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding Lakes of Sarasota Community Development District (Sarasota County, Florida), Capital Improvement Revenue Bonds, Series 2021A-1, Series 2021A-2, Series 2021B-1, and Series 2021B-2 (the "Series 2021 Bonds") issued by the CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the Stewardship District.

10. Contracts. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the "CDD Contracts"). The Stewardship District shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the Stewardship District as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. Other Interlocal Agreements. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Sarasota County ("Other Interlocal Agreements"). The Stewardship District shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the Stewardship District as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

12. Debts & Liabilities. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for and have the obligation of all debts and liabilities of the CDD (the "CDD Debts & Liabilities") by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD's property, if any. Moreover, the Stewardship District may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the Stewardship District accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

13. Insurance. The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The Stewardship District shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

14. Audits. Effective as of the Merger Effective Date, the CDD hereby authorizes the Stewardship District to conduct, approve, and submit to appropriate authorities a final audit of the CDD's financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, Stewardship District agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD's records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

15. Accounts. Effective as of the Merger Effective Date, the CDD authorizes Stewardship District to assume control of all bank accounts held in the name of the CDD (the "Bank Accounts"), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into Stewardship District accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to Stewardship District, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts such control over the Bank Accounts.

16. Budgets. By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to Stewardship District the authority to consolidate the CDD's budget with the Stewardship District budget for the then-current fiscal year, and Stewardship District agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to Stewardship District's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, Stewardship District agrees to amend the Stewardship District budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

17. Rules and Policies. At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by Stewardship District shall remain in place upon the Merger unless and until Stewardship District finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

18. Powers. At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, Stewardship

District shall be additionally vested with any and all of the general and special powers of the CDD.

19. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

20. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

21. Authorization. The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and Stewardship District, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

22. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties 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 entity other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

24. Assignment. The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

25. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

26. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

27. Sovereign Immunity. Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

28. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

29. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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 one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

31. Effective Date; Merger Effective Date and Termination. This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and Stewardship District, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Sarasota County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed the foregoing Agreement.

WITNESS

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Lakes of Sarasota Community Development District, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

WITNESS

THREE RIVERS STEWARDSHIP DISTRICT

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Three Rivers Stewardship District, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

IN WITNESS WHEREOF, the undersigned, as District Manager of Lakes of Sarasota Community Development District, accepts the authority delegated by this Agreement.

WITNESS

WRATHELL HUNT & ASSOCIATES, LLC

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Wrathell Hunt & Associates, LLC, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Exhibit A: Stewardship District Boundaries as of Merger Effective Date

This instrument was prepared by:

Jonathan T. Johnson
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**MERGER AGREEMENT BY AND BETWEEN
LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT 2 AND THREE RIVERS
STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

Lakes of Sarasota Community Development District 2, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “CDD,”); and

Three Rivers Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2023-337, *Laws of Florida*, as amended, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “Stewardship District” and together with the CDD, the “Districts”).

Recitals

WHEREAS, the CDD was established as of February 23, 2022, by Ordinance No. 2021-116 adopted by the Board of County Commissioners of Sarasota County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Stewardship District was established as of July 1, 2023, by Chapter 2023-337, Laws of Florida, and amended by Chapter 2024-291, Laws of Florida, on June 14, 2024, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the CDD is currently located within the boundaries of the Stewardship District and located within Sarasota County, Florida; and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

WHEREAS, Chapter 2023-337(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the Stewardship District and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

WHEREAS, because the CDD is located within the boundaries of the Stewardship District, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among other reasons, the Merger would promote greater efficiency in the Districts’ operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

WHEREAS, on July 10, 2024, the Board of Supervisors (the “Board(s)”) of the CDD and Stewardship District adopted Resolutions evidencing the Districts’ intent to effectuate the Merger between the Districts, directing the Districts’ staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the “Merger Approval Resolutions”); and

WHEREAS, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, the CDD and Stewardship District accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

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

1. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*.

2. The Merger. Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with Stewardship District a written request (“Merger Request”) requesting that the CDD merge into the Stewardship District that would effectuate the Merger of the CDD into and with the Stewardship District as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Sarasota County. The Merger shall become effective upon dissolution of the CDD by Sarasota County (the “Merger Effective Date”). On the Merger Effective Date, the CDD shall be merged into and with the Stewardship District as the surviving entity, and the CDD

shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the Stewardship District shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*.

3. Delegation of Authority; Cooperation. This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. Funding. The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*, District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. Legal Opinions. The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. District Boundaries. Upon the Merger, the surviving District shall be the Stewardship District and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. Board Members. Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of Stewardship District shall continue to operate as the Board of the Merged District.

8. Property & Assets. Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the "CDD Assets") to the Stewardship District. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. Assessments. Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the "CDD Assessments") shall be payable when due to the Stewardship District. By execution of this Agreement, and as

of the Merger Effective Date, the CDD delegates, and the Stewardship District accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law.

10. Contracts. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the “CDD Contracts”). The Stewardship District shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the Stewardship District as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. Other Interlocal Agreements. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Sarasota County (“Other Interlocal Agreements”). The Stewardship District shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the Stewardship District as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

12. Debts & Liabilities. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for and have the obligation of all debts and liabilities of the CDD (the “CDD Debts & Liabilities”) by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD’s property, if any. Moreover, the Stewardship District may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the Stewardship District accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

13. Insurance. The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The Stewardship District shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

14. Audits. Effective as of the Merger Effective Date, the CDD hereby authorizes the Stewardship District to conduct, approve, and submit to appropriate authorities a final audit of the CDD's financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, Stewardship District agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD's records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

15. Accounts. Effective as of the Merger Effective Date, the CDD authorizes Stewardship District to assume control of all bank accounts held in the name of the CDD (the "Bank Accounts"), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into Stewardship District accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to Stewardship District, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts such control over the Bank Accounts.

16. Budgets. By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to Stewardship District the authority to consolidate the CDD's budget with the Stewardship District budget for the then-current fiscal year, and Stewardship District agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to Stewardship District's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, Stewardship District agrees to amend the Stewardship District budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

17. Rules and Policies. At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by Stewardship District shall remain in place upon the Merger unless and until Stewardship District finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

18. Powers. At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, Stewardship District shall be additionally vested with any and all of the general and special powers of the CDD.

19. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

20. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

21. Authorization. The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and Stewardship District, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

22. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties 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 entity other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

24. Assignment. The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

25. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

26. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

27. Sovereign Immunity. Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

28. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

29. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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 one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

31. Effective Date; Merger Effective Date and Termination. This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and Stewardship District, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Sarasota County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed the foregoing Agreement.

WITNESS

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT 2**

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Lakes of Sarasota Community Development District 2, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

WITNESS

THREE RIVERS STEWARDSHIP DISTRICT

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Three Rivers Stewardship District, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

IN WITNESS WHEREOF, the undersigned, as District Manager of Lakes of Sarasota Community Development District 2, accepts the authority delegated by this Agreement.

WITNESS

WRATHELL HUNT & ASSOCIATES, LLC

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Wrathell Hunt & Associates, LLC, who is ☐ personally known to me, or ☐ produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Exhibit A: Stewardship District Boundaries as of Merger Effective Date

**THREE RIVERS
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**THREE RIVERS
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2024**

**THREE RIVERS
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2024**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 7,141	\$ 7,141
Undeposited funds	903	903
Total assets	<u>\$ 8,044</u>	<u>\$ 8,044</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 2,124	\$ 2,124
Landowner advance	6,000	6,000
Total liabilities	<u>8,124</u>	<u>8,124</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	903	903
Total deferred inflows of resources	<u>903</u>	<u>903</u>
Fund balances:		
Unassigned	(983)	(983)
Total fund balances	<u>(983)</u>	<u>(983)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 8,044</u>	<u>\$ 8,044</u>

**THREE RIVERS
STEWARDSHIP DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 17,133	\$ 23,440	73%
Total revenues	-	17,133	23,440	73%
EXPENDITURES				
Professional & administrative				
Supervisors	-	3,014	-	N/A
Management/accounting/recording*	500	4,000	6,000	67%
Legal	-	2,882	7,500	38%
Telephone	8	66	100	66%
Postage	-	54	500	11%
Printing & binding	21	167	250	67%
Legal advertising	149	2,057	1,750	118%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	80	666	750	89%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Total expenditures	758	18,116	23,440	77%
Excess/(deficiency) of revenues over/(under) expenditures	(758)	(983)	-	
Fund balances - beginning	(225)	-	-	
Fund balances - ending	\$ (983)	\$ (983)	\$ -	

*WHA will charge a reduced management fee of \$500 per month until districts are merged.

**THREE RIVERS
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
THREE RIVERS STEWARDSHIP DISTRICT**

The Board of Supervisors of the Three Rivers Stewardship District held a Regular Meeting on June 12, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240.

Present at the meeting were:

Pete Williams	Chair
Pamela Curran	Vice Chair
Dale Weidemiller	Assistant Secretary
John Blakley	Assistant Secretary
John Leinaweaver	Assistant Secretary

Also present:

Chuck Adams	District Manager
Barry Mazzoni	Wrathell, Hunt and Associates, LLC
Jonathan Johnson (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 11:20 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-06, Approving the Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Adams presented Resolution 2024-06 and the proposed Fiscal Year 2025 budget, which will be a Landowner-contribution budget with expenses being funded as they are incurred.

On MOTION by Mr. Leinaweaver and seconded by Ms. Curran, with all in favor, Resolution 2024-06, Approving the Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law on August 14, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Adopting the Annual Meeting Schedule for Fiscal Year 2024/2025; and Providing for an Effective Date

Mr. Adams presented Resolution 2024-07.

On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, Resolution 2024-07, Adopting the Annual Meeting Schedule for Fiscal Year 2024/2025; and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Acceptance of the Unaudited Financial Statements as of April 30, 2024

On MOTION by Mr. Williams and seconded by Ms. Curran, with all in favor, the Unaudited Financial Statements as of April 30, 2024, were accepted.

SIXTH ORDER OF BUSINESS

Approval of February 14, 2024 Regular Meeting and Audit Committee Meeting Minutes

On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the February 14, 2024 Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Johnson stated that the bill amending the District boundaries is with the Governor and whether he signs it or vetoes it will be known next week; it is anticipated that the Governor will sign the bill. Approval was received from the majority Landowner to proceed with the documents that will effectuate the merger of the existing CDDs into the Stewardship District; the documents are substantially prepared. Once the CDDs and the Stewardship District take the necessary actions to approve the merger, it will go to the County so the final actions can be taken to complete the merger. The merger should be completed before the end of 2024.

B. District Engineer: Stantec Consulting Services, Inc.**C. District Manager: Wrathell, Hunt and Associates, LLC**

There were no District Engineer or District Manager reports.

- **0 Registered Voters in District as of April 15, 2024**

- **NEXT MEETING DATE: July 10, 2024 at 11:00 AM**

- **QUORUM CHECK**

EIGHTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

NINTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Leinaweaver seconded by Mr. Williams, with all in favor, the meeting adjourned at 11:24 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

114

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119 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**THREE RIVERS
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

THREE RIVERS STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023	Regular Meeting	11:00 AM
November 8, 2023 CANCELED	Regular Meeting	11:00 AM
December 13, 2023 CANCELED	Regular Meeting	11:00 AM
January 10, 2024	Regular Meeting	11:00 AM
February 14, 2024	Regular Meeting	11:00 AM
March 13, 2024 CANCELED	Regular Meeting	11:00 AM
April 10, 2024 CANCELED	Regular Meeting	11:00 AM
May 8, 2024 CANCELED	Regular Meeting	11:00 AM
June 12, 2024	Regular Meeting	11:00 AM
July 10, 2024	Regular Meeting	11:00 AM
August 14, 2024	Public Hearing & Regular Meeting	11:00 AM
September 11, 2024	Regular Meeting	11:00 AM