

**NEW RIVER
COMMUNITY DEVELOPMENT
DISTRICT**

NOVEMBER 15, 2021

AGENDA PACKAGE



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

New River Community Development District

Inframark, Infrastructure Management Services
210 North University Drive, Suite 702 • Coral Springs, Florida 33071
Telephone: (954) 603-0033 • Fax: (954) 345-1292

November 8, 2021

Board of Supervisors
New River Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the New River Community Development District is scheduled for Monday, November 15, 2021 at 2:30 p.m. at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida. Following is the meeting agenda:

1. Call to Order/Roll Call
2. Audience Comments on Agenda Items
3. Consent Agenda
 - A. July 16, 2021 Meeting Minutes
 - B. August 16, 2021 Meeting Minutes
 - C. September 13, 2021 Workshop Minutes
 - D. September 20, 2021 Meeting Minutes
 - E. October 18, 2021 Meeting Minutes
4. Staff Reports
 - A. District Engineer
 - B. District Counsel
 - C. Landscape & Irrigation Maintenance
 - D. Aquatic Maintenance
 - E. District Manager
 - i. Cost Sharing Invoice from Avalon Park West CDD
 - ii. Addendum to Engagement Letter with Grau & Associates
 - iii. Hawthorn Village Mail Stations Concrete Repair Proposals
 - iv. Update on Amenity Center Projects
 - Shade Quotes
5. Old Business
6. New Business
7. Supervisors' Requests
8. Adjournment

Any supporting material for the items listed above not included in the agenda package will be provided as soon as they are available, or they will be distributed at the meeting. I look forward to seeing you at the meeting, but in the meantime if you have any questions, please contact me.

Sincerely,

Mark Vega

Mark Vega
District Manager

cc: Vivek Babbar
Tonja Stewart

Third Order of Business

Minutes to be provided under separate cover.

Fourth Order of Business

4D.

SOLITUDE

LAKE MANAGEMENT



New River CDD Waterway Inspection Report

Reason for Inspection: Monthly required

Inspection Date: 2021-11-05

Prepared for:

Mr. Mark Vega, District Manager
Inframark
2654 Cypress Ridge Boulevard, Suite #101
Wesley Chapel, Florida 33544

Prepared by:

Nick Margo, Aquatic Biologist

Wesley Chapel Field Office
SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)

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Site: 1

Comments:

Site looks good

The site is in good condition with manicured shorelines and minimal nuisance vegetation.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 2

Comments:

Normal growth observed

The site has some new growth of torpedograss, pennywort and alligatorweed along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 3

Comments:

Site looks good

The site is in good condition with minimal nuisance species present. Primrose behind the flow structure should be sprayed out.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 4

Comments:

Normal growth observed

There is no solid access to this site and the banks are soft and highly eroded. There is a plethora of native and invasive growth within the site.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 5

Comments:

Site looks good

The site looks very manicure and has minimal nuisance species present at the time of inspection.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 6A

Comments:

Site looks good

The site is being well kept and has minimal nuisance shoreline vegetation.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 6B

Comments:

Site looks good

This site is also being kept in good condition with minimal nuisance species present.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 7

Comments:

Normal growth observed

The site contained some traces of seasonal filamentous algae but was overall in good condition with minimal nuisance, shoreline vegetation present.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 8

Comments:

Site looks good

The site is in mostly good condition. There is minimal nuisance species on the homeowner's shoreline but the shelf can use some spot spraying.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 9

Comments:

Site looks good

This site is also very manicured with minimal nuisance, shoreline species.

Action Required:

Routine maintenance next visit

Target:

Pennywort



Site: 10

Comments:

Normal growth observed

While the outside perimeter is in good condition the shelf should be sprayed out for nuisance vegetation such as primrose.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 11

Comments:

Site looks good

The site is in good condition with minimal nuisance species present.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 12

Comments:

Site looks good

There is a noticeable amount of decay along the shoreline but the site is in overall good condition.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site:

Comments:

Action Required:

Target:

Management Summary

Most of the shorelines except for site 2 are very clean and manicured. Site 2 has an uptick in torpedograss, pennywort and alligatorweed growth along the perimeter. Site 12 had a noticeable amount of decay from a shoreline weed treatment last month.

The shelves on sites 8 & 10 both will require spot spraying for species such as primrose.

Site 4 is becoming overgrown but there is no easement access since a fence was erected and the banks are too soft to even stand on. We will check it out again when things are a bit dryer.

Thank You For Choosing SOLitude Lake Management!

New River CDD Waterway Inspection Report

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2021-11-05

Site	Comments	Target	Action Required
1	Site looks good	Species non-specific	Routine maintenance next visit
2	Normal growth observed	Shoreline weeds	Routine maintenance next visit
3	Site looks good	Species non-specific	Routine maintenance next visit
4	Normal growth observed	Species non-specific	Routine maintenance next visit
5	Site looks good	Species non-specific	Routine maintenance next visit
6A	Site looks good	Species non-specific	Routine maintenance next visit
6B	Site looks good	Species non-specific	Routine maintenance next visit
7	Normal growth observed	Surface algae	Routine maintenance next visit
8	Site looks good	Species non-specific	Routine maintenance next visit
9	Site looks good	Pennywort	Routine maintenance next visit
10	Normal growth observed	Shoreline weeds	Routine maintenance next visit
11	Site looks good	Species non-specific	Routine maintenance next visit
12	Site looks good	Species non-specific	Routine maintenance next visit



4Ei.

Make all checks payable to Avalon Park West CDD

4Eii.



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

October 25, 2021

Board of Supervisors
New River Community Development District
c/o Inframark
210 N University Drive, Suite 702
Coral Springs, FL 33071

This letter serves an addendum to the engagement letter dated September 21, 2020.

The following language is hereby added to and incorporated in the above referenced engagement letter;

Grau & Associates and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Grau agrees and acknowledges that the District is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the District has a good faith belief that the Grau has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Grau and order Grau to immediately terminate the contract with the subcontractor. Grau shall be liable for any additional costs incurred by the District as a result of the termination of a contract based on Grau's failure to comply with E-Verify requirements evidenced herein.

Grau & Associates

Grau & Associates

4Eiii.

Proposal of Services



Micah Valladares Jr.
Business Development Manager
(813) 732-2041
Micahjr@integritypressurecleaning.com

11/8/2021
Hawthorn Village
5320 Little Stream Ln.
Wesley Chapel, FL 33545

Scope of Work

Concrete Flatwork – Remove & Replace at 4"

Concrete repairs: Remove mailboxes and store on site. Saw cut and remove 24' x 17' and 16' x 18' sections of broken concrete. Set forms and pour 696 sq. ft. of 4" thick concrete. Re-set mailboxes. Finish to a broom like finish.

GRAND TOTAL = \$9,925

Payment

➤ Net 30

Terms & Conditions

General. This proposal is subject to change without notice and is automatically withdrawn on the 15th day following the date of issue if not accepted in writing and a copy of this proposal returned to **INTEGRITY PRESSURE CLEANING, INC.** ("Contractor"). If Customer cancels this prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Customer and Contractor agree that the liquidated damages amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or to cancel this Agreement prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (d) singular words include plural and vice versa.

Access. Customer shall provide Contractor with adequate access to electricity, water and other utilities as needed, the work site, and the work area adjacent to the structure. Customer represents to Contractor that all of the existing surfaces are suitable to receive the cleaning and/or work identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with all information necessary to prepare any necessary permitting. Customer and/or owner shall hold harmless and indemnify Contractor from all damages, liabilities, attorney's fees and other expenses incurred as a result of the Customer and/or Customer's failure to fulfill its obligations under this paragraph.

Payment Terms. Contractor reserves the right to require a deposit in excess of 10%, and Customer hereby waives the requirements of Florida Statute 489.123. Customer agrees to pay interest at the rate of 1 1/2 % per month (**ANNUAL PERCENTAGE RATE OF 18%**), unless otherwise required by law, on the balance of any and all unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. The total Agreement amount, including the charges for changes/extras outside the scope of work identified herein, shall be payable to Contractor in accordance with the Agreement. No portion of the agreed upon payment may be withheld, back charged or used as a setoff of the agreed upon payment amount without the written consent of Contractor. Customer acknowledges and agrees that it has an independent obligation to pay Contractor. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses incurred whether or not litigation is initiated. Collection matters may be processed through litigation or arbitration at Contractor's sole discretion. If Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend performance of all work until full payment is

made, and/or terminate this Agreement. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up. Contractor reserves the right to terminate the Agreement for convenience.

Water Drainage: On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.

Unmarked/Undocumented Utilities: The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were unmarked, undocumented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.

Site Conditions. Should the Contractor discover concealed or unknown conditions at the site that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from the Contractor to the Customer.

Restrictions and Requirements. Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the work contemplated under this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this Agreement.

Customer Protection of Property. Customer shall be solely responsible for any pre-existing damages to curbs, walkways, driveways, structures, HVAC, utility lines, pipes, gutters, landscaping, appurtenances, or other real or personal property at the project location during work. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner.

Choice of Law, Venue and Attorney's Fees. This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Pasco/Hillsborough County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

Jury Trial Waiver. In the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

Damage Limitation. Customer understands that the services contemplated under this Agreement involve pressure washing and other actions that may cause physical alteration to the site. Customer understands and accepts the risks inherent in the actions used to provide the services and holds Company harmless for any damages resulting from spraying of water or bleach onto areas requested to be cleaned by Customer. Customer also understands and accepts that performance of the work is no guarantee of the removal of stains, mold, mildew or other issues associated with the site and Contractor is in no way liable for any pre-existing conditions that are unable to be cleaned. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits.

Warranties. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The sole warranty associated with the work will be issued by Roof-A-Cide US, Inc. or one of its affiliates or subsidiaries. This warranty is not issued by Contractor and any claim under the warranty must be made directly to Roof-A-Cide US, Inc. under the terms of the warranty.

Claims. It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

Acts of God. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

Customer Delay. The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.

Working Hours. The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

Notification. Customer shall be responsible for notifying its residents of any work performed by Contractor. Customer shall be liable for any delay in work resulting from a resident obstructing or delaying the work.

Construction and Interpretation. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Proposal/Contract," "Statutory Warnings," and "Work Authorization" (if applicable), as well as any other document signed by both parties as part of this Agreement. Customer represents that it has read and fully understood the Contract Documents, or has had an opportunity to consult with counsel, prior to executing this Agreement. In the event of a conflict between this Agreement and any other Contract Document, the order of precedence is Work Authorization (to the extent it exists) followed by these terms and conditions.

Note: Signing this proposal indicates the proposed scope and any sketch outlines above have been reviewed thoroughly. Any additional scope will require an additional cost. This contract may be withdrawn if not accepted in 90 days.

Authorized Signature _____

Date _____

4Eiv.



7925 4th Street North- Suite B
Saint Petersburg, FL 33702
(727-803-6838)
www.playtampabay.com

Proposal Date: 11/11/21

Salesperson: Todd Boulanger

Customer Name: New River CDD

Phone: 813-991-1116 (Mark Vega)

Email: mark.vega@inframark.com

Avalon Park West Community Center
5227 Autumn Ridge Dr.
Wesley Chapel, FL 33545

Item	Color	Unit Price
OPTION 1		
- 60' Hexagon Shade Structure @ 16' height	TBD	\$30,600.00
- Cantilever Pool Shade Structure (x3)- 12' x 10'	TBD	\$25,800.00
Sealed Engineer Drawings		\$2,900.00
Freight		\$5,400.00
Installation & Permitting		\$51,000.00
<i>Thank You!</i>	Subtotal	\$115,700.00
	Tax	\$8,099.00
	Total	\$123,799.00



7925 4th Street North- Suite B
Saint Petersburg, FL 33702
(727-803-6838)

www.playtampabay.com

Proposal Date: 11/11/21

Salesperson: Todd Boulanger

Customer Name: New River CDD

Phone: 813-991-1116 (Mark Vega)

Email: mark.vega@inframark.com

Avalon Park West Community Center
5227 Autumn Ridge Dr.
Wesley Chapel, FL 33545

Item	Color	Unit Price
OPTION 2		
- 40' x 40' Square Shade Structure @ 16' height	TBD	\$30,200.00
- Cantilever Pool Shade Structure (x3)- 12' x 10'	TBD	\$25,800.00
Sealed Engineer Drawings		\$2,900.00
Freight		\$5,400.00
Installation & Permitting		\$51,000.00
<i>Thank You!</i>	Subtotal	\$115,300.00
	Tax	\$8,071.00
	Total	\$123,371.00