

New River Community Development District

Agenda Page 1

Board of Supervisors

Jeff Smith, Chairman
David Lione, Vice Chairman
Jordan Alexander, Assistant Secretary
Ross Halle, Assistant Secretary
Russ Mercier, Assistant Secretary

District Staff

Mark Vega, District Manager
Vivek Babbar, District Counsel
Robert Dvorak, District Engineer
Stephen Brletic, District Engineer

Meeting Agenda

July 21, 2023 at 11:30 a.m.

1. Call to Order/Roll Call

2. Audience Comments

3. Consent Agenda

- A. Approval of the May 25, 2023 Meeting Minutes - Page 2
- B. Financials Dated May (Page 5) and June 2023 (Page 20)

4. Staff Reports

- A. District Engineer
- B. District Counsel
- C. Landscape & Irrigation Maintenance
- D. Aquatic Maintenance - Page 36
- E. District Manager
 - i. Number of Registered Voters as of April 15, 2023 – 930 - Page 44
 - ii. Request for Transfer of Environmental Resource Permit - Page 45
 - iii. Consideration of Outdoor Furniture Connection Estimate
 - iv. Consideration of Clubhouse Painting Proposals
 - Visual Enhancements - Page 63
 - Odis & Pete Painting of Tampa - 72

5. Old Business

6. New Business

- i. Discussion of Fishing at District Ponds

7. Supervisors' Requests

8. Adjournment

*Next Regular Meeting is August 18, 2023 at 11:30 a.m.

District Office:

210 N. University Drive, Suite 702
Coral Springs, FL 33071
954-603-0033

Meeting Room

New River Amenity Center
5227 Autumn Ridge Drive
Wesley Chapel, FL. 33545

MINUTES OF MEETING NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the New River Community Development District was held Thursday, May 25, 2023 at 11:30 a.m. at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida.

Present and constituting a quorum were:

Jeff Smith	Chairman
David Lione	Vice Chairman
Ross Halle	Assistant Secretary

Also present were:

Mark Vega	District Manager
Vivek Babbar	District Attorney (Via Telephone)
Robert Dvorak	District Engineer

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

- Mr. Vega called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments

- None.

THIRD ORDER OF BUSINESS

Consent Agenda

- A. **Approval of the April 21, 2023 Meeting Minutes**
- B. **Financials Dated April 2023**

On MOTION by Mr. Lione seconded by Mr. Smith with all in favor the consent agenda was approved.

FOURTH ORDER OF BUSINESS

Staff Reports

- A. **District Engineer**

On MOTION by Mr. Halle seconded by Mr. Smith with all in favor repairing 11 structures at a cost not to exceed \$22,000 was approved.

- Mr. Smith requested Mr. Dvorak look at the SR-54 and River Glen exit lane drain box.

- B. **District Counsel**

- Mr. Babbar updated the Board on the State's new ethic policy as well as increased fines.

May 25, 2023

New River Community Development District

- Mr. Babbar will look into the right-of-way agreement specifically for the bridge and sidewalk.

C. Landscape & Irrigation Maintenance

- It was requested that sod proposals be reviewed prior to payment and clarification was requested for reclaimed water usage.

D. Aquatics Maintenance

- A copy of the report was included in the agenda package and is attached hereto as part of the public record.

E. District Manager

i. Presentation of the Proposed Budget for Fiscal Year 2024 and Consideration of Resolution 2023-03, Approving the Budget and Setting the Public Hearing

- The Board reviewed the proposed budget and there was consensus to add \$60,000 to the reserve line.

FIFTH ORDER OF BUSINESS

Old Business

- None.

SIXTH ORDER OF BUSINESS

New Business

- Mr. Halle discussed the appearance of crepe myrtles and Mr. Vega stated he would get them addressed.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests

- Mr. Smith requested towing and letter enforcement be placed on vehicles in the small street. After the first letter, the vehicle should be towed. Mr. Vega will address this as soon as possible with Beck.
- Mr. Lione stated there are three tires in the stream, which need to be removed. Mr. Vega will address this as well.

May 25, 2023

New River Community Development District

EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Lione seconded by Mr. Smith with all in favor the meeting was adjourned at 2:08 p.m.

Mark Vega, Secretary

**New River
Community Development District**

Financial Report

May 31, 2023

Prepared by



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**New River
Community Development District**

Financial Statements

(Unaudited)

May 31, 2023

Balance Sheet
May 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2010 DEBT SERVICE FUND	SERIES 2020 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 580,846	\$ -	\$ -	\$ 580,846
Due From Other Funds	-	65,872	48,456	114,329
Investments:				
Money Market Account	364,582	-	-	364,582
Prepayment Fund (A-2)	-	1,694	-	1,694
Prepayment Fund (B-2)	-	1,236	-	1,236
Remedial Indenture (A-2)	-	92,493	-	92,493
Reserve Fund (A-2)	-	149,591	-	149,591
Reserve Fund (B-2)	-	18,597	-	18,597
Revenue Fund (A-1)	-	-	923	923
Revenue Fund (B-2)	-	73	-	73
Senior Reserve Fund (A-1)	-	-	99,381	99,381
Subordinate Reserve Fund (A-1)	-	-	8,550	8,550
Subordinate Prepayment Fund (A-1)	-	-	3,990	3,990
Prepaid Items	100	-	-	100
Deposits	5,250	-	-	5,250
TOTAL ASSETS	\$ 950,778	\$ 329,556	\$ 161,300	\$ 1,441,634
LIABILITIES				
Accounts Payable	\$ 19,106	\$ -	\$ -	\$ 19,106
Accrued Expenses	31,090	-	-	31,090
Due To Developer	13,258	-	-	13,258
Deposits	100	-	-	100
Deferred Revenue	-	340,438	-	340,438
Due To Other Funds	114,329	-	-	114,329
TOTAL LIABILITIES	177,883	340,438	-	518,321
FUND BALANCES				
Nonspendable:				
Prepaid Items	100	-	-	100
Deposits	5,250	-	-	5,250
Restricted for:				
Debt Service	-	-	161,300	161,300
Assigned to:				
Operating Reserves	158,502	-	-	158,502
Reserves - Buildings	109,200	-	-	109,200
Unassigned:	499,843	(10,882)	-	488,961
TOTAL FUND BALANCES	\$ 772,895	\$ (10,882)	\$ 161,300	\$ 923,313
TOTAL LIABILITIES & FUND BALANCES	\$ 950,778	\$ 329,556	\$ 161,300	\$ 1,441,634

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-23 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 9,317	0.00%	\$ 1,498
Room Rentals	2,000	1,511	75.55%	125
Interest - Tax Collector	-	213	0.00%	-
Special Assmnts- Tax Collector	637,198	634,593	99.59%	1,537
Special Assmnts- CDD Collected	131,497	131,497	100.00%	-
Special Assmnts- Discounts	(25,488)	(25,019)	98.16%	-
Other Miscellaneous Revenues	-	1,393	0.00%	-
TOTAL REVENUES	745,207	753,505	101.11%	3,160
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	8,800	4,831	54.90%	231
FICA Taxes	673	398	59.14%	46
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	5,000	13,673	273.46%	2,523
ProfServ-Legal Services	15,000	8,218	54.79%	1,039
ProfServ-Mgmt Consulting	39,056	26,037	66.67%	3,255
ProfServ-Trustee Fees	11,000	14,808	134.62%	-
ProfServ-E-mail Maintenance	2,000	897	44.85%	120
Auditing Services	6,500	-	0.00%	-
Contract-Website Hosting	1,579	1,549	98.10%	-
Miscellaneous Mailings	2,400	159	6.63%	33
Public Officials Insurance	2,905	-	0.00%	-
Legal Advertising	2,000	1,158	57.90%	-
Misc-Property Taxes	550	-	0.00%	-
Misc-Assessment Collection Cost	12,743	12,702	99.68%	31
Tax Collector/Property Appraiser Fees	150	239	159.33%	150
Dues, Licenses, Subscriptions	325	175	53.85%	-
Total Administration	116,881	84,844	72.59%	7,428
<u>Electric Utility Services</u>				
Utility - Irrigation	3,500	1,178	33.66%	106
Street Lights	45,084	28,901	64.10%	2,969
Total Electric Utility Services	48,584	30,079	61.91%	3,075
<u>Garbage/Solid Waste Services</u>				
Solid Waste Assessment	335	-	0.00%	-
Total Garbage/Solid Waste Services	335	-	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-23 ACTUAL
<u>Water-Sewer Comb Services</u>				
Utility Services	22,250	13,265	59.62%	3,147
Total Water-Sewer Comb Services	22,250	13,265	59.62%	3,147
<u>Stormwater Control</u>				
Stormwater Assessment	562	-	0.00%	-
Conservation & Wetlands	8,500	-	0.00%	-
Aquatic Maintenance	17,500	5,504	31.45%	688
Total Stormwater Control	26,562	5,504	20.72%	688
<u>Other Physical Environment</u>				
Insurance - Property	9,407	7,500	79.73%	-
Insurance - General Liability	3,582	2,605	72.72%	-
R&M-Mulch	21,600	-	0.00%	-
R&M-Well Maintenance	2,500	-	0.00%	-
Landscape Maintenance	162,324	115,580	71.20%	15,000
Landscape Replacement	60,000	18,897	31.50%	5,400
Irrigation Repairs & Replacement	9,500	26,354	277.41%	106
Holiday Decoration	10,000	2,650	26.50%	-
Utility Deposit Bond	1,800	-	0.00%	-
Reserve	109,200	-	0.00%	-
Total Other Physical Environment	389,913	173,586	44.52%	20,506
<u>Contingency</u>				
Misc-Contingency	20,029	8,763	43.75%	39
Total Contingency	20,029	8,763	43.75%	39
<u>Road and Street Facilities</u>				
Pressure Cleaning	13,500	14,039	103.99%	-
R&M-Sidewalks	1,500	-	0.00%	-
R&M-Street Signs	1,500	3,150	210.00%	-
Roadway Repair & Maintenance	5,000	-	0.00%	-
Total Road and Street Facilities	21,500	17,189	79.95%	-
<u>Parks and Recreation</u>				
Payroll-Salaries	34,074	12,826	37.64%	1,864
Clubhouse - Facility Janitorial Service	3,214	2,200	68.45%	275
Pest Control	425	209	49.18%	-
Contracts-Pools	10,200	7,550	74.02%	1,000
Telephone/Fax/Internet Services	3,000	1,408	46.93%	176

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-23 ACTUAL
Utility - Recreation Facilities	6,600	4,793	72.62%	351
Utility - Fountains	3,750	392	10.45%	39
R&M-Clubhouse	10,000	1,988	19.88%	469
R&M-Fountain	5,000	8,600	172.00%	8,600
R&M-Parking Lots	1,500	823	54.87%	-
R&M-Pools	2,500	19,790	791.60%	(1,350)
Athletic/Park Court/Field Repairs	1,500	568	37.87%	568
Amenity Maintenance & Repairs	5,000	1,081	21.62%	395
Facility A/C & Heating Maintenance & Repair	1,500	-	0.00%	-
Security System Monitoring & Maint.	2,500	3,024	120.96%	378
Entry & Walls Maintenance	2,000	-	0.00%	-
Access Control Maintenance & Repair	2,500	624	24.96%	-
Miscellaneous Expenses	1,500	541	36.07%	25
Office Supplies	250	35	14.00%	-
Clubhouse - Facility Janitorial Supplies	400	76	19.00%	41
Facility Supplies	1,000	965	96.50%	33
Dog Waste Station Service & Supplies	240	70	29.17%	-
Pool Permits	500	145	29.00%	-
Total Parks and Recreation	99,153	67,708	68.29%	12,864
TOTAL EXPENDITURES	745,207	400,938	53.80%	47,747
Excess (deficiency) of revenues Over (under) expenditures	-	352,567	0.00%	(44,587)
Net change in fund balance	\$ -	\$ 352,567	0.00%	\$ (44,587)
FUND BALANCE, BEGINNING (OCT 1, 2022)	420,328	420,328		
FUND BALANCE, ENDING	\$ 420,328	\$ 772,895		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 84	0.00%	\$ 74
Special Assmnts- Tax Collector	230,014	236,199	102.69%	572
Special Assmnts- CDD Collected	760,884	475,394	62.48%	-
Special Assmnts- Discounts	(9,201)	(9,312)	101.21%	-
TOTAL REVENUES	981,697	702,365	71.55%	646
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,600	4,538	98.65%	11
Total Administration	4,600	4,538	98.65%	11
Debt Service				
Principal Debt Retirement	285,000	285,000	100.00%	285,000
Interest Expense Series A	415,725	415,725	100.00%	207,863
Interest Expense Series B	286,125	286,125	100.00%	143,063
Total Debt Service	986,850	986,850	100.00%	635,926
TOTAL EXPENDITURES	991,450	991,388	99.99%	635,937
Excess (deficiency) of revenues				
Over (under) expenditures	(9,753)	(289,023)	2963.43%	(635,291)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(9,753)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(9,753)	-	0.00%	-
Net change in fund balance	\$ (9,753)	\$ (289,023)	2963.43%	\$ (635,291)
FUND BALANCE, BEGINNING (OCT 1, 2022)	278,141	278,141		
FUND BALANCE, ENDING	\$ 268,388	\$ (10,882)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAY-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 3,074	0.00%	\$ 516
Special Assmnts- Tax Collector	238,147	229,073	96.19%	555
Special Assmnts- Discounts	(9,526)	(9,031)	94.80%	-
TOTAL REVENUES	228,621	223,116	97.59%	1,071
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,763	4,401	92.40%	11
Total Administration	4,763	4,401	92.40%	11
Debt Service				
Principal Debt Retirement	125,000	135,100	108.08%	125,000
Interest Expense Series A	91,762	91,013	99.18%	45,406
Total Debt Service	216,762	226,113	104.31%	170,406
TOTAL EXPENDITURES	221,525	230,514	104.06%	170,417
Excess (deficiency) of revenues				
Over (under) expenditures	7,096	(7,398)	-104.26%	(169,346)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	7,096	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	7,096	-	0.00%	-
Net change in fund balance	\$ 7,096	\$ (7,398)	-104.26%	\$ (169,346)
FUND BALANCE, BEGINNING (OCT 1, 2022)	168,698	168,698		
FUND BALANCE, ENDING	\$ 175,794	\$ 161,300		

**New River
Community Development District**

Supporting Schedules

May 31, 2023

New River

Community Development District

Monthly Collection Report
For the Fiscal Year Ending September 30, 2023

					ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Series 2010 A-2 Debt Service Fund	Series 2020 A-1 Debt Service Fund
Assessments Levied FY23				\$ 1,104,382	\$ 637,199	\$ 237,169	\$ 230,014
Allocation %				100%	58%	21%	21%
11/07/22	\$ 1,486	\$ 84	\$ 30	\$ 1,600	\$ 923	\$ 344	\$ 333
11/15/22	\$ 48,299	\$ 2,054	\$ 986	\$ 51,339	\$ 29,621	\$ 11,025	\$ 10,693
11/21/22	\$ 57,270	\$ 2,435	\$ 1,169	\$ 60,874	\$ 35,122	\$ 13,073	\$ 12,678
11/25/22	\$ 78,338	\$ 3,331	\$ 1,599	\$ 83,267	\$ 48,043	\$ 17,882	\$ 17,342
12/02/22	\$ 679,238	\$ 28,879	\$ 13,862	\$ 721,979	\$ 416,563	\$ 155,047	\$ 150,369
12/09/22	\$ 63,100	\$ 2,683	\$ 1,288	\$ 67,071	\$ 38,698	\$ 14,404	\$ 13,969
12/20/22	\$ 73,044	\$ 3,037	\$ 1,491	\$ 77,572	\$ 44,757	\$ 16,659	\$ 16,156
01/12/23	\$ 8,994	\$ 331	\$ 184	\$ 9,509	\$ 5,486	\$ 2,042	\$ 1,980
02/07/23	\$ 15,055	\$ 515	\$ 307	\$ 15,877	\$ 9,161	\$ 3,410	\$ 3,307
04/13/23	\$ 7,939	\$ 14	\$ 162	\$ 8,116	\$ 4,682	\$ 1,743	\$ 1,690
05/10/23	2,610	-	53	2,663	1,537	572	555
TOTAL	\$ 1,035,373	\$ 43,363	\$ 21,130	\$ 1,099,866	\$ 634,593	\$ 236,199	\$ 229,073
% COLLECTED					100%	100%	100%
TOTAL OUTSTANDING					\$ 4,515	\$ 2,605	\$ 970
						\$ 940	

Cash and Investment Report

May 31, 2023

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND			
Checking Account - Operating New	Bank United	-	\$580,846
Money Market Account - Operating New	Valley Bank	4.50%	364,582
			<u>945,428</u>
DEBT SERVICE FUNDS			
Series 2010 Prepayment Fund A-2	US Bank	0.02%	1,694
Series 2010 Prepayment Fund B-2	US Bank	0.02%	1,236
Series 2010 Remedial Expenditure A-2	US Bank	0.02%	92,493
Series 2010 Reserve Fund A-2	US Bank	0.02%	149,591
Series 2010 Reserve Fund B-2	US Bank	0.02%	18,597
Series 2010 Revenue Fund A-2	US Bank	0.02%	0
Series 2010 Revenue Fund B-2	US Bank	0.02%	73
	Subtotal Fund 201		<u>263,684</u>
Series 2020 Revenue Fund A-1	US Bank	0.02%	923
Series 2020 Senior Reserve Fund A-1	US Bank	0.02%	99,381
Series 2020 Sub Reserve Fund A-1	US Bank	0.02%	8,550
Series 2020 Sub Prepayment Fund A-1	US Bank	0.02%	3,990
	Subtotal Fund 202		<u>112,845</u>
	Subtotal DS		<u>376,529</u>
	Total		<u><u>\$1,321,957</u></u>

New River CDD

Bank Reconciliation

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Bank Account No. 6620 Bank United Checking
Statement No. 05-23
Statement Date 5/31/2023

G/L Balance (LCY)	578,003.95
G/L Balance	578,003.95
Positive Adjustments	0.00
Subtotal	578,003.95
Negative Adjustments	0.00
Ending G/L Balance	578,003.95
Difference	0.00

Statement Balance	586,251.20
Outstanding Deposits	0.00
Subtotal	586,251.20
Outstanding Checks	8,247.25
Differences	0.00
Ending Balance	578,003.95

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
10/31/2022	Payment	2292	GRAU & ASSOCIATES	1,400.00	0.00	1,400.00
5/8/2023	Payment	DD365	Payment of Invoice 001034	2,842.36	0.00	2,842.36
5/12/2023	Payment	2395	DANIEL BROWN	567.50	0.00	567.50
5/25/2023	Payment	2405	FED EX	26.12	0.00	26.12
5/30/2023	Payment	2406	INFRAMARK, LLC	3,261.27	0.00	3,261.27
5/30/2023	Payment	2407	MIKE WELLS	150.00	0.00	150.00
Total Outstanding Checks.....				8,247.25		8,247.25

New River
Community Development District

Check Register

05/1/2023 - 05/31/2023

NEW RIVER

Community Development District

Payment Register by Fund
For the Period from 05/01/23 to 05/31/23
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	2385	05/02/23	AKCA, LLC	12433	POST SIGN GROUND MOUNT	R&M-Street Signs	546092-54100	\$3,150.00
001	2386	05/02/23	ALL DONE SERVICES, INC	241	APRIL 2023 CLUBHOUSE CLEANING	Clubhouse - Facility Janitorial Service	531131-57201	\$275.00
001	2387	05/02/23	DMI PAVING & SEALCOATING ; DRIVEWAY MTENANCE INC	12253	CLUBHOUSE PARKING LOT STRIPING	R&M-Parking Lots	546065-57201	\$823.00
001	2388	05/04/23	COMPLETE I.T.	10811	MAY 2023 EMAIL SERVICES	ProfServ-E-mail Maintenance	531096-51301	\$119.60
001	2389	05/04/23	RAINMAKER IRRIGATION	43941	2/28/23 IRRIGATION REPAIR	Irrigation Repairs & Replacem.	546932-57201	\$1,146.54
001	2389	05/04/23	RAINMAKER IRRIGATION	43942	2/28/23 IRRIGATION REPAIR	Irrigation Repairs & Replacem.	546932-57201	\$255.00
001	2390	05/04/23	INFRAMARK, LLC	93668		ADMIN FEES	531027-51201	\$3,254.67
001	2390	05/04/23	INFRAMARK, LLC	93668		POSTAGE	541030-51301	\$10.80
001	2391	05/04/23	SOLITUDE LAKE MANAGEMENT LLC	PSI-72464	LAKE MAINTENANCE -MAY 2023	Aquatic Maintenance	546995-53805	\$688.00
001	2392	05/04/23	TIM & KATI GODSHALL	REFUND-050423	CHECK FOR EVENT DEPOSITED- EVENT CANCELLED	Room Rentals	347010	\$75.00
001	2393	05/04/23	BRLETIC DVORAK, INC	1091	PROF ENG SERVICE AOR 3 -27 2023	ProfServ-Engineering	531013-51501	\$2,522.50
001	2394	05/04/23	CINTAS FIRE PROTECTION	0F32677181	Fire Exting Inspection	Miscellaneous Expenses	549999-57201	\$116.20
001	2395	05/12/23	DANIEL BROWN	SB6483-DEPOSIT	50% Deposit PAINT BASKETBALLWHITE LINES & PICKLEBA	Athletic/Park Court/Field Repairs	546175-57201	\$567.50
001	2397	05/12/23	RAINMAKER IRRIGATION	43956	INSTALLATION OF CATCH BASINS	R&M-Fountain	546032-57201	\$7,250.00
001	2397	05/12/23	RAINMAKER IRRIGATION	43953	CUT BACK TREES BUSHES AND DEBRIS 4/28/23	Landscape Replacement	546338-57201	\$5,400.00
001	2398	05/12/23	TRIANGLE POOL SERVICES	8666	MONTHLY CLEANING	R&M-Pools	546074-57201	\$1,500.00
001	2399	05/16/23	STRALEY ROBIN VERICKER	23095	LEGAL SERVICE	ProfServ-Legal Services	531023-51401	\$1,038.80
001	2400	05/18/23	MICHELLE J. PARADISE	R-05182023	RENTAL DEPOSIT REFUND	Room Rentals	347010	\$100.00
001	2401	05/18/23	RAINMAKER IRRIGATION	43972	CAPPED IRR	R&M-Fountain	546032-57201	\$1,350.00
001	2402	05/19/23	DCSI INC	30720	SECURITY SYSTEM MAINTANCE	Security System Monitoring & Maint.	546479-57201	\$378.00
001	2403	05/19/23	RAINMAKER IRRIGATION	43963	3/2/23 IRRIGATION REPAIR	Irrigation Repairs & Replacem.	546932-57201	\$106.25
001	2405	05/25/23	FED EX	8-114-05611	FEDEX CHARGES 4/27/23	Miscellaneous Mailings	541030-51301	\$26.12
001	2406	05/30/23	INFRAMARK, LLC	95172	MAY 2023 MANAGEMENT SERVICES	ADMIN FEES	531027-51201	\$3,254.67
001	2406	05/30/23	INFRAMARK, LLC	95172	MAY 2023 MANAGEMENT SERVICES	POSTAGE	541030-51301	\$6.60
001	2407	05/30/23	MIKE WELLS	05/02/23	Annual Fees	Tax Collector/Property Appraiser Fees	549114-51301	\$150.00
001	DD363	05/08/23	FRONTIER ACH	041323-22105	SERVICE 4/13 - 5/12/23	Telephone/Fax/Internet Services	541009-57201	\$175.98
001	DD364	05/08/23	PASCO COUNTY UTILITIES SERVICES	041823 ACH	SERVICE DATE 3/10-4/18/23	Utility Services	543063-53601	\$270.00
001	DD366	05/05/23	PASCO COUNTY UTILITIES SERVICES	042123	SERVICE DATE 3/13-4/11/23	Utility Services	543063-53601	\$2,842.36
001	DD367	05/26/23	WITHLACOOCHEE RIVER ELECTRIC	052623ACH	SERVICES 4/5-5/4/23	Street Lights	543057-53100	\$3,141.40
001	DD367	05/26/23	WITHLACOOCHEE RIVER ELECTRIC	052623ACH	SERVICES 4/5-5/4/23	Utility - Irrigation	543014-53100	\$128.44
001	DD367	05/26/23	WITHLACOOCHEE RIVER ELECTRIC	052623ACH	SERVICES 4/5-5/4/23	Utility - Recreation Facilities	543079-57201	\$492.63
001	DD367	05/26/23	WITHLACOOCHEE RIVER ELECTRIC	052623ACH	SERVICES 4/5-5/4/23	Utility - Fountains	543085-57201	\$44.01
001	DD360	05/03/23	JEFFREY D. SMITH	PAYROLL	May 03, 2023 Payroll Posting			\$184.70
001	DD361	05/03/23	JORDAN M. ALEXANDER	PAYROLL	May 03, 2023 Payroll Posting			\$184.70
001	DD362	05/03/23	DAVID S LIONE	PAYROLL	May 03, 2023 Payroll Posting			\$184.70
Fund Total								\$41,213.17

Total Checks Paid	\$41,213.17
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**New River
Community Development District**

Financial Report

June 30, 2023

Prepared by



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**New River
Community Development District**

Financial Statements

(Unaudited)

June 30, 2023

Balance Sheet
June 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2010 DEBT SERVICE FUND	SERIES 2020 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 528,999	\$ -	\$ -	\$ 528,999
Due From Other Funds	-	66,822	49,377	116,199
Investments:				
Money Market Account	366,025	-	-	366,025
Prepayment Fund (A-2)	-	1,694	-	1,694
Prepayment Fund (B-2)	-	1,236	-	1,236
Remedial Indenture (A-2)	-	92,494	-	92,494
Reserve Fund (A-2)	-	149,591	-	149,591
Reserve Fund (B-2)	-	18,597	-	18,597
Revenue Fund (A-1)	-	-	1,369	1,369
Revenue Fund (B-2)	-	73	-	73
Senior Reserve Fund (A-1)	-	-	99,381	99,381
Subordinate Reserve Fund (A-1)	-	-	8,550	8,550
Subordinate Prepayment Fund (A-1)	-	-	3,990	3,990
Deposits	5,250	-	-	5,250
TOTAL ASSETS	\$ 900,274	\$ 330,507	\$ 162,667	\$ 1,393,448
LIABILITIES				
Accounts Payable	\$ 13,865	\$ -	\$ -	\$ 13,865
Accrued Expenses	33,736	-	-	33,736
Due To Developer	13,258	-	-	13,258
Sales Tax Payable	58	-	-	58
Deposits	100	-	-	100
Deferred Revenue	-	340,438	-	340,438
Due To Other Funds	116,199	-	-	116,199
TOTAL LIABILITIES	177,216	340,438	-	517,654
FUND BALANCES				
Nonspendable:				
Deposits	5,250	-	-	5,250
Restricted for:				
Debt Service	-	-	162,667	162,667
Assigned to:				
Operating Reserves	158,502	-	-	158,502
Reserves - Buildings	109,200	-	-	109,200
Unassigned:	450,106	(9,931)	-	440,175
TOTAL FUND BALANCES	\$ 723,058	\$ (9,931)	\$ 162,667	\$ 875,794
TOTAL LIABILITIES & FUND BALANCES	\$ 900,274	\$ 330,507	\$ 162,667	\$ 1,393,448

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-23 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 10,761	0.00%	\$ 1,443
Room Rentals	2,000	1,709	85.45%	197
Interest - Tax Collector	-	429	0.00%	216
Special Assmnts- Tax Collector	637,198	637,198	100.00%	2,605
Special Assmnts- CDD Collected	131,497	131,497	100.00%	-
Special Assmnts- Discounts	(25,488)	(25,019)	98.16%	-
Other Miscellaneous Revenues	-	1,473	0.00%	80
TOTAL REVENUES	745,207	758,048	101.72%	4,541
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	8,800	5,631	63.99%	800
FICA Taxes	673	459	68.20%	61
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	5,000	16,536	330.72%	2,863
ProfServ-Legal Services	15,000	9,041	60.27%	824
ProfServ-Mgmt Consulting	39,056	29,292	75.00%	3,255
ProfServ-Trustee Fees	11,000	14,808	134.62%	-
ProfServ-E-mail Maintenance	2,000	1,017	50.85%	120
Auditing Services	6,500	-	0.00%	-
Contract-Website Hosting	1,579	1,549	98.10%	-
Miscellaneous Mailings	2,400	362	15.08%	203
Public Officials Insurance	2,905	-	0.00%	-
Legal Advertising	2,000	1,158	57.90%	-
Misc-Property Taxes	550	511	92.91%	-
Misc-Assessment Collection Cost	12,743	12,246	96.10%	55
Tax Collector/Property Appraiser Fees	150	239	159.33%	-
Dues, Licenses, Subscriptions	325	175	53.85%	-
Total Administration	116,881	93,024	79.59%	8,181
<u>Electric Utility Services</u>				
Utility - Irrigation	3,500	1,300	37.14%	121
Street Lights	45,084	32,043	71.07%	3,141
Total Electric Utility Services	48,584	33,343	68.63%	3,262
<u>Garbage/Solid Waste Services</u>				
Solid Waste Assessment	335	-	0.00%	-
Total Garbage/Solid Waste Services	335	-	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-23 ACTUAL
<u>Water-Sewer Comb Services</u>				
Utility Services	22,250	15,504	69.68%	2,239
Total Water-Sewer Comb Services	22,250	15,504	69.68%	2,239
<u>Stormwater Control</u>				
Stormwater Assessment	562	-	0.00%	-
Conservation & Wetlands	8,500	5,984	70.40%	5,984
Aquatic Maintenance	17,500	6,192	35.38%	688
Total Stormwater Control	26,562	12,176	45.84%	6,672
<u>Other Physical Environment</u>				
Insurance - Property	9,407	7,500	79.73%	-
Insurance - General Liability	3,582	2,705	75.52%	100
R&M-Mulch	21,600	-	0.00%	-
R&M-Well Maintenance	2,500	-	0.00%	-
Landscape Maintenance	162,324	131,080	80.75%	15,500
Landscape Replacement	60,000	22,757	37.93%	3,860
Irrigation Repairs & Replacement	9,500	31,826	335.01%	5,473
Holiday Decoration	10,000	2,650	26.50%	-
Utility Deposit Bond	1,800	-	0.00%	-
Reserve	109,200	-	0.00%	-
Total Other Physical Environment	389,913	198,518	50.91%	24,933
<u>Contingency</u>				
Misc-Contingency	20,029	8,763	43.75%	-
Total Contingency	20,029	8,763	43.75%	-
<u>Road and Street Facilities</u>				
Pressure Cleaning	13,500	14,414	106.77%	375
R&M-Sidewalks	1,500	-	0.00%	-
R&M-Street Signs	1,500	3,150	210.00%	-
Roadway Repair & Maintenance	5,000	-	0.00%	-
Total Road and Street Facilities	21,500	17,564	81.69%	375
<u>Parks and Recreation</u>				
Payroll-Salaries	34,074	14,958	43.90%	2,131
Clubhouse - Facility Janitorial Service	3,214	2,475	77.01%	275
Pest Control	425	209	49.18%	-
Contracts-Pools	10,200	10,550	103.43%	3,000

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-23 ACTUAL
Telephone/Fax/Internet Services	3,000	1,584	52.80%	176
Utility - Recreation Facilities	6,600	4,865	73.71%	72
Utility - Fountains	3,750	392	10.45%	-
R&M-Clubhouse	10,000	2,314	23.14%	326
R&M-Fountain	5,000	8,600	172.00%	-
R&M-Parking Lots	1,500	823	54.87%	-
R&M-Pools	2,500	21,009	840.36%	1,219
Athletic/Park Court/Field Repairs	1,500	568	37.87%	-
Amenity Maintenance & Repairs	5,000	1,081	21.62%	-
Facility A/C & Heating Maintenance & Repair	1,500	150	10.00%	150
Security System Monitoring & Maint.	2,500	3,402	136.08%	378
Entry & Walls Maintenance	2,000	-	0.00%	-
Access Control Maintenance & Repair	2,500	1,484	59.36%	860
Miscellaneous Expenses	1,500	632	42.13%	91
Office Supplies	250	35	14.00%	-
Clubhouse - Facility Janitorial Supplies	400	76	19.00%	-
Facility Supplies	1,000	1,004	100.40%	39
Dog Waste Station Service & Supplies	240	70	29.17%	-
Pool Permits	500	145	29.00%	-
Total Parks and Recreation	99,153	76,426	77.08%	8,717
TOTAL EXPENDITURES	745,207	455,318	61.10%	54,379
Excess (deficiency) of revenues				
Over (under) expenditures	-	302,730	0.00%	(49,838)
Net change in fund balance	\$ -	\$ 302,730	0.00%	\$ (49,838)
FUND BALANCE, BEGINNING (OCT 1, 2022)	420,328	420,328		
FUND BALANCE, ENDING	\$ 420,328	\$ 723,058		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 85	0.00%	\$ 2
Special Assmnts- Tax Collector	230,014	237,169	103.11%	970
Special Assmnts- CDD Collected	760,884	475,394	62.48%	-
Special Assmnts- Discounts	(9,201)	(9,312)	101.21%	-
TOTAL REVENUES	981,697	703,336	71.64%	972
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,600	4,558	99.09%	20
Total Administration	4,600	4,558	99.09%	20
Debt Service				
Principal Debt Retirement	285,000	285,000	100.00%	-
Interest Expense Series A	415,725	415,725	100.00%	-
Interest Expense Series B	286,125	286,125	100.00%	-
Total Debt Service	986,850	986,850	100.00%	-
TOTAL EXPENDITURES	991,450	991,408	100.00%	20
Excess (deficiency) of revenues Over (under) expenditures	(9,753)	(288,072)	2953.68%	952
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(9,753)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(9,753)	-	0.00%	-
Net change in fund balance	\$ (9,753)	\$ (288,072)	2953.68%	\$ 952
FUND BALANCE, BEGINNING (OCT 1, 2022)	278,141	278,141		
FUND BALANCE, ENDING	\$ 268,388	\$ (9,931)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 3,519	0.00%	\$ 446
Special Assmnts- Tax Collector	238,147	230,014	96.58%	940
Special Assmnts- Discounts	(9,526)	(9,031)	94.80%	-
TOTAL REVENUES	228,621	224,502	98.20%	1,386
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,763	4,420	92.80%	20
Total Administration	4,763	4,420	92.80%	20
Debt Service				
Principal Debt Retirement	125,000	135,100	108.08%	-
Interest Expense Series A	91,762	91,013	99.18%	-
Total Debt Service	216,762	226,113	104.31%	-
TOTAL EXPENDITURES	221,525	230,533	104.07%	20
Excess (deficiency) of revenues				
Over (under) expenditures	7,096	(6,031)	-84.99%	1,366
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	7,096	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	7,096	-	0.00%	-
Net change in fund balance	\$ 7,096	\$ (6,031)	-84.99%	\$ 1,366
FUND BALANCE, BEGINNING (OCT 1, 2022)	168,698	168,698		
FUND BALANCE, ENDING	\$ 175,794	\$ 162,667		

**New River
Community Development District**

Supporting Schedules

June 30, 2023

New River

Community Development District

Monthly Collection Report For the Fiscal Year Ending September 30, 2023

						ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Postage Deduction	Collection Costs	Gross Amount Received	General Fund	Series 2010 A-2 Debt Service Fund	Series 2020 A-1 Debt Service Fund
Assessments Levied FY23					\$ 1,104,382	\$ 637,199	\$ 237,169	\$ 230,014
Allocation %					100%	58%	21%	21%
11/07/22	\$ 1,486	\$ 84		\$ 30	\$ 1,600	\$ 923	\$ 344	\$ 333
11/15/22	\$ 48,299	\$ 2,054		\$ 986	\$ 51,339	\$ 29,621	\$ 11,025	\$ 10,693
11/21/22	\$ 57,270	\$ 2,435		\$ 1,169	\$ 60,874	\$ 35,122	\$ 13,073	\$ 12,678
11/25/22	\$ 78,338	\$ 3,331		\$ 1,599	\$ 83,267	\$ 48,043	\$ 17,882	\$ 17,342
12/02/22	\$ 679,238	\$ 28,879		\$ 13,862	\$ 721,979	\$ 416,563	\$ 155,047	\$ 150,369
12/09/22	\$ 63,100	\$ 2,683		\$ 1,288	\$ 67,071	\$ 38,698	\$ 14,404	\$ 13,969
12/20/22	\$ 73,044	\$ 3,037		\$ 1,491	\$ 77,572	\$ 44,757	\$ 16,659	\$ 16,156
01/12/23	\$ 8,994	\$ 331		\$ 184	\$ 9,509	\$ 5,486	\$ 2,042	\$ 1,980
02/07/23	\$ 15,055	\$ 515		\$ 307	\$ 15,877	\$ 9,161	\$ 3,410	\$ 3,307
04/13/23	\$ 7,939	\$ 14		\$ 162	\$ 8,116	\$ 4,682	\$ 1,743	\$ 1,690
05/10/23	\$ 2,610	\$ -		\$ 53	\$ 2,663	\$ 1,537	\$ 572	\$ 555
06/13/23	\$ 4,318 *	\$ -	\$ 180	\$ 95	\$ 4,516	\$ 2,605	\$ 970	\$ 941
TOTAL	\$ 1,039,692	\$ 43,363	\$ 180	\$ 21,225	\$ 1,104,382	\$ 637,199	\$ 237,169	\$ 230,014
% COLLECTED					100%	100%	100%	100%
TOTAL OUTSTANDING					\$ (0)	\$ (0)	\$ (0)	\$ (0)

* Tax Certificate Sale

Cash and Investment Report

June 30, 2023

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND			
Checking Account - Operating New	Bank United	-	\$528,999
Money Market Account - Operating New	Valley Bank	4.50%	366,025
			895,024
DEBT SERVICE FUNDS			
Series 2010 Prepayment Fund A-2	US Bank	0.02%	1,694
Series 2010 Prepayment Fund B-2	US Bank	0.02%	1,236
Series 2010 Remedial Expenditure A-2	US Bank	0.02%	92,494
Series 2010 Reserve Fund A-2	US Bank	0.02%	149,591
Series 2010 Reserve Fund B-2	US Bank	0.02%	18,597
Series 2010 Revenue Fund A-2	US Bank	0.02%	0
Series 2010 Revenue Fund B-2	US Bank	0.02%	73
	Subtotal Fund 201		263,686
Series 2020 Revenue Fund A-1	US Bank	0.02%	1,369
Series 2020 Senior Reserve Fund A-1	US Bank	0.02%	99,381
Series 2020 Sub Reserve Fund A-1	US Bank	0.02%	8,550
Series 2020 Sub Prepayment Fund A-1	US Bank	0.02%	3,990
	Subtotal Fund 202		113,291
	Subtotal DS		376,977
	Total		\$1,272,001

New River CDD

Bank Reconciliation

Bank Account No. 6620 Bank United Checking
Statement No. 06-23
Statement Date 6/30/2023

G/L Balance (LCY)	528,998.77	Statement Balance	538,023.49
G/L Balance	528,998.77	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	538,023.49
Subtotal	528,998.77	Outstanding Checks	9,024.72
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	528,998.77	Ending Balance	528,998.77
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
10/31/2022	Payment	2292	GRAU & ASSOCIATES	1,400.00	0.00	1,400.00
6/22/2023	Payment	2415	COMPLETE I.T.	119.60	0.00	119.60
6/22/2023	Payment	2416	DCSI INC	1,238.00	0.00	1,238.00
6/22/2023	Payment	2418	HEAT WAVE PRESSURE WASHING LLC	375.00	0.00	375.00
6/22/2023	Payment	2420	STRALEY ROBIN VERICKER	823.50	0.00	823.50
6/29/2023	Payment	2422	RAINMAKER IRRIGATION	4,808.62	0.00	4,808.62
6/29/2023	Payment	2423	TRI-CARE SERVICES INC	260.00	0.00	260.00
Total Outstanding Checks.....				9,024.72		9,024.72

New River
Community Development District

Check Register

06/1/2023 - 06/30/2023

NEW RIVER

Community Development District

**Payment Register by Fund
For the Period from 06/01/23 to 06/30/23
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	2408	06/02/23	RAINMAKER IRRIGATION	44007	LANDSCAPE SERVICES MAY 2023	Landscape Maintenance	546300-53908	\$15,000.00
001	2409	06/02/23	TRIANGLE POOL SERVICES	117355	REPLACED TILES	R&M-Pools	546074-57201	\$150.00
001	2410	06/02/23	TRI-CARE SERVICES INC	21087	PLUMBING	R&M-Clubhouse	546015-57201	\$225.00
001	2411	06/12/23	ALL DONE SERVICES, INC	242	CLUBHOUSE CLEANING SERV FOR MAY 2023	Clubhouse - Facility Janitorial Service	531131-57201	\$275.00
001	2412	06/12/23	BRLETIC DVORAK, INC	1113	PROF ENG SERVICE MAY - JUNE 2023	ProfServ-Engineering	531013-51501	\$2,862.50
001	2413	06/12/23	RAINMAKER IRRIGATION	44041	IRRIGATION REPAIRB 3/13/23	Irrigation Repairs & Replacem.	546932-57201	\$96.80
001	2413	06/12/23	RAINMAKER IRRIGATION	44049	IRRIGATION REPAIR 3/15/23	Irrigation Repairs & Replacem.	546932-57201	\$206.25
001	2414	06/12/23	TRIANGLE POOL SERVICES	117550	REPLACEMENT OF SEPPING STONES	R&M-Pools	546074-57201	\$160.80
001	2415	06/22/23	COMPLETE I.T.	11015	JUNE 2023 EMAIL SERVICES	ProfServ-E-mail Maintenance	531096-51301	\$119.60
001	2416	06/22/23	DCSI INC	30787	REPLACEMENT OF 4 CAMERAS	Access Control Maintenance & Repair	546998-57201	\$860.00
001	2416	06/22/23	DCSI INC	30840	SECURITY SYSTEM MAINTANCE	Security System Monitoring & Maint.	546479-57201	\$378.00
001	2417	06/22/23	FED EX	9-651-86965	FEDEX CHARGES 04/27/23	Miscellaneous Mailings	541030-51301	\$2.09
001	2418	06/22/23	HEAT WAVE PRESSURE WASHING LLC	3152	CLEANED PLAYGROUND AT 5227 AUTUM RIDGEDRIVE	Pressure Cleaning	531114-54100	\$375.00
001	2419	06/22/23	RAINMAKER IRRIGATION	44050	IRRIGATION REPAIR 3/16/23	Irrigation Repairs & Replacem.	546932-53908	\$1,089.14
001	2419	06/22/23	RAINMAKER IRRIGATION	44074	IRRIGATION REPAIR 5/18/23	Irrigation Repairs & Replacem.	546932-57201	\$555.25
001	2419	06/22/23	RAINMAKER IRRIGATION	44076	5/18/23 IRRIGATION REPAIR	Irrigation Repairs & Replacem.	546932-53908	\$297.50
001	2419	06/22/23	RAINMAKER IRRIGATION	44162	LANDSCAPE SERVICES JUNE 2023	Landscape Maintenance	546300-53908	\$15,000.00
001	2420	06/22/23	STRALEY ROBIN VERICKER	23244	GENERAL MATTERS 5/15/23	ProfServ-Legal Services	531023-51401	\$823.50
001	2421	06/22/23	TRIANGLE POOL SERVICES	1963	POOL CLEANING	Contracts-Pools	534078-57201	\$1,500.00
001	2421	06/22/23	TRIANGLE POOL SERVICES	117828	INSTALLED NEW MAIN DRIAN GRATES	R&M-Pools	546074-57201	\$1,057.90
001	2422	06/29/23	RAINMAKER IRRIGATION	44098	3/16/23 IRRIGATION REPAIR TIMER	Irrigation Repairs & Replacem.	546932-57201	\$121.72
001	2422	06/29/23	RAINMAKER IRRIGATION	44100	3/21/23 IRRIGATION REPAIR POOL	Irrigation Repairs & Replacem.	546932-57201	\$109.68
001	2422	06/29/23	RAINMAKER IRRIGATION	44104	3/3/23 IRRIGATION REPAIR	Irrigation Repairs & Replacem.	546932-57201	\$233.75
001	2422	06/29/23	RAINMAKER IRRIGATION	44193	AVALON FRONT ENTRANCE BUSH HOGGING TO MAINTAIN UPK	Landscape Replacement	546338-53908	\$2,900.00
001	2422	06/29/23	RAINMAKER IRRIGATION	44194	BUSH HOGGING OF PROPERTY TO MAINTAIN UPKEEP	Landscape Maintenance	546300-53908	\$500.00
001	2422	06/29/23	RAINMAKER IRRIGATION	44200	5/31/23 IRRIGATION INSPECTION ATTEMPT	Irrigation Repairs & Replacem.	546932-57201	\$181.24
001	2422	06/29/23	RAINMAKER IRRIGATION	44201	05/26/23 IRRIGATION REPAIR	Irrigation Repairs & Replacem.	546932-57201	\$762.23
001	2423	06/29/23	TRI-CARE SERVICES INC	21214		R&M-Clubhouse	546015-57201	\$260.00
001	DD370	06/06/23	FRONTIER ACH	22105-051323 ACH	PHONE AND INTERNET SERVICES 5/13 -6/12/23	Telephone/Fax/Internet Services	541009-57201	\$175.98
001	DD371	06/15/23	CARDMEMBER SERVICE	051723ACH	APRIL 18- MAY 14 2023 PURCHASES	R&M-Clubhouse	546015-57201	\$40.83
001	DD371	06/15/23	CARDMEMBER SERVICE	051723ACH	APRIL 18- MAY 14 2023 PURCHASES	Miscellaneous Expenses	549999-57201	\$9.97
001	DD371	06/15/23	CARDMEMBER SERVICE	051723ACH	APRIL 18- MAY 14 2023 PURCHASES	R&M-Clubhouse	546015-57201	\$25.14
001	DD371	06/15/23	CARDMEMBER SERVICE	051723ACH	APRIL 18- MAY 14 2023 PURCHASES	Facility Supplies	552159-57201	\$28.44
001	DD371	06/15/23	CARDMEMBER SERVICE	051723ACH	APRIL 18- MAY 14 2023 PURCHASES	Facility Supplies	552159-57201	\$10.76
001	DD371	06/15/23	CARDMEMBER SERVICE	051723ACH	APRIL 18- MAY 14 2023 PURCHASES	Miscellaneous Expenses	549999-57201	\$42.12
001	DD375	06/23/23	WITHLACOOCHEE RIVER ELECTRIC	062323 ACH	SERVICE DATE 5/4-6/6/23	Street Lights	543057-53100	\$3,141.40
001	DD375	06/23/23	WITHLACOOCHEE RIVER ELECTRIC	062323 ACH	SERVICE DATE 5/4-6/6/23	Utility - Irrigation	543014-53100	\$129.39
001	DD375	06/23/23	WITHLACOOCHEE RIVER ELECTRIC	062323 ACH	SERVICE DATE 5/4-6/6/23	Utility - Recreation Facilities	543079-57201	\$562.33
001	DD375	06/23/23	WITHLACOOCHEE RIVER ELECTRIC	062323 ACH	SERVICE DATE 5/4-6/6/23	Utility - Fountains	543085-57201	\$44.45
001	DD376	06/07/23	PASCO COUNTY UTILITIES SERVICES	62095-51723ACH	service dates4/10-5/11/23	Utility Services	543063-53601	\$294.75
001	DD377	06/12/23	PASCO COUNTY UTILITIES SERVICES	18461712	4/11-5/12/23 services	Utility Services	543063-53601	\$10.29
001	DD378	06/12/23	PASCO COUNTY UTILITIES SERVICES	052323ACH	4/11-5/12/23 SERVICE	Utility Services	543063-53601	\$2,580.91
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Facility Supplies	552159-57201	\$14.68
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Facility Supplies	552159-57201	\$18.12
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Clubhouse - Facility Janitorial Supplies	552149-57201	\$41.22
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Amenity Maintenance & Repairs	546176-57201	\$25.14
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Amenity Maintenance & Repairs	546176-57201	\$3.71

NEW RIVER

Community Development District

**Payment Register by Fund
For the Period from 06/01/23 to 06/30/23
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Amenity Maintenance & Repairs	546176-57201	\$16.98
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Amenity Maintenance & Repairs	546176-57201	\$5.50
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Amenity Maintenance & Repairs	546176-57201	\$39.32
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Miscellaneous Expenses	549999-57201	\$25.00
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Amenity Maintenance & Repairs	546176-57201	\$19.30
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Amenity Maintenance & Repairs	546176-57201	\$128.38
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Amenity Maintenance & Repairs	546176-57201	\$31.18
001	DD379	06/27/23	CARDMEMBER SERVICE	04172023 3230 ACH		Misc-Contingency	549900-57201	\$39.00
001	DD380	06/27/23	CARDMEMBER SERVICE	051723ACH2	Invoice 001150	Miscellaneous Expenses	549999-57201	\$39.00
001	DD368	06/07/23	JEFFREY D. SMITH	PAYROLL	June 07, 2023 Payroll Posting			\$184.70
001	DD369	06/07/23	DAVID S LIONE	PAYROLL	June 07, 2023 Payroll Posting			\$184.70
001	DD373	06/21/23	JEFFREY D. SMITH	PAYROLL	June 21, 2023 Payroll Posting			\$184.70
001	DD374	06/21/23	JORDAN M. ALEXANDER	PAYROLL	June 21, 2023 Payroll Posting			\$184.70
Fund Total								\$54,385.04

Total Checks Paid	\$54,385.04
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SOLITUDE

LAKE MANAGEMENT



New River CDD Waterway Inspection Report

Reason for Inspection: Monthly required

Inspection Date: 2023-06-02

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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PONDS 7, 8, 9	5
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SITE MAP	8

1

Comments:

Site looks good

The site continues to be in good condition with minimal nuisance weeds and good water clarity.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



2

Comments:

Normal growth observed

Some seasonal, shoreline weed growth most likely from the water level going back up.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



3

Comments:

Site looks good

The site is in good condition with no noted nuisance vegetation.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



4

Comments:

Normal growth observed
The shelf still has some nuisance weed regrowth that should be targeted while the water level is low.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



5

Comments:

Site looks good
Between the increased water and last treatment, the site is in much better condition.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



6

Comments:

Normal growth observed
The exposed shelf area from last month has some seasonal shoreline weed growth within it.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 7

Comments:

Site looks good

The water level went back up a bit. Overall still in good condition.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 8

Comments:

Site looks good

The water level went back up and the site is still in good condition. There was no noted new nuisance weed growth.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 9

Comments:

Normal growth observed

There is some increased shoreline weed growth from the water level going back up.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 10

Comments:

Normal growth observed

The algae is under control but then increased water levels hve only triggered nuisance vegetation growth in the perimeter and old shelf.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Management Summary

The water levels are up from the recent rains but at the time of inspection were not at the high water mark. Correlating with this increase in rain, there is a much reduced amount of exposed banks and most of the shelves are no submerged in water.

This quick rise in water can trigger some weed growth from high up on the turf. We see this in sites like 2, 4, 6 & 10. Most of the new growth in 10 & 4 is among the shelf that was recently treated. Both shelves will probably need am herbicide application soon to ensure they do not grow back. Sites 2 & 4 had some normal seasonal growth along the perimeter. Mostly torpedograss and pennywort.

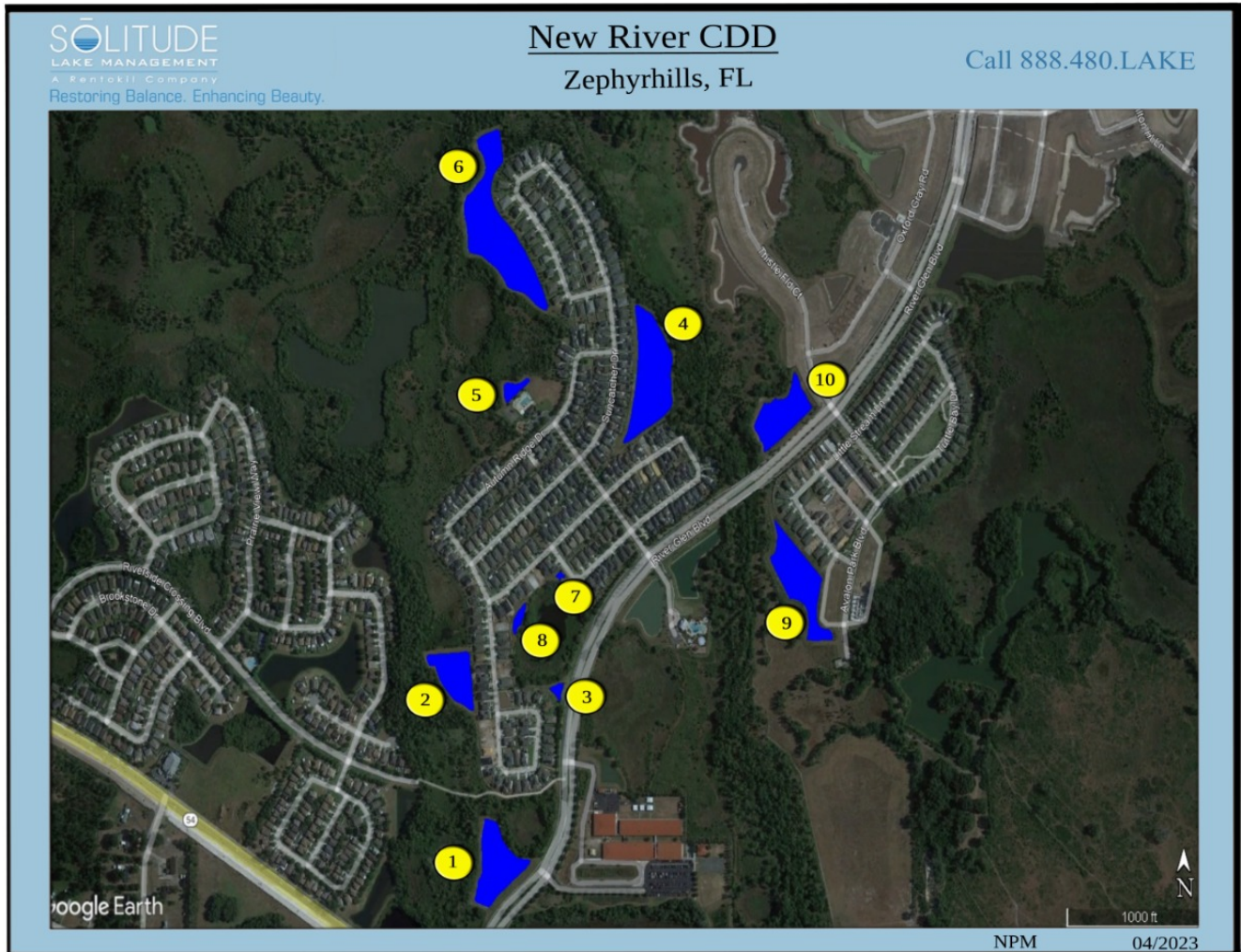
The algae on site 5 is greatly reduced and we will keep an eye on it, but the rain should help this site moving forward.

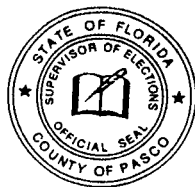
Thank You For Choosing SOLitude Lake Management!

New River CDD Waterway Inspection Report

Agenda Page 42
2023-06-02

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	Shoreline weeds	Routine maintenance next visit
5	Site looks good	Species non-specific	Routine maintenance next visit
6	Normal growth observed	Shoreline weeds	Routine maintenance next visit
7	Site looks good	Species non-specific	Routine maintenance next visit
8	Site looks good	Species non-specific	Routine maintenance next visit
9	Normal growth observed	Shoreline weeds	Routine maintenance next visit
10	Normal growth observed	Shoreline weeds	Routine maintenance next visit





Brian E. Corley
Supervisor of Elections
 PO Box 300
 Dade City FL 33526-0300

1-800-851-8754
www.pascovotes.gov

April 26, 2023

Sandra Demarco, Recording Manager
 210 N University Dr
 Suite 702
 Coral Springs FL 33071

Dear Sandra Demarco:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2023.

• Chapel Crossing Community Development District	69
• Heritage Springs Community Development District	2,111
• Lake Bernadette Community Development District	1,580
• Lexington Oaks Community Development District	3,044
• Meadow Pointe I Community Development District	2,985
• Meadow Pointe II Community Development District	3,710
• New River Community Development District	930
• Oak Creek Community Development District	1,149
• Oakstead Community Development District	2,286
• Watergrass II Community Development District	1,997

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
 Chief Administrative Officer

East Pasco - Dade City (352) 521-4302
 Central Pasco - Land O' Lakes (813) 929-2788
 West Pasco - New Port Richey (727) 847-8162

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: **43013559.046**

Application No(s): **796563**

Project Name: **Avalon Park West-North Phase 1A, 1B, & Amenity Center Phase** (if applicable):

A. Request to Transfer: The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____

Signature of Permittee

SITEX NR Holding, LLC

Company Name

marybeld@avalonparkgroup.com / 407-658-6565

Phone/email address

Marybel Defillo

Name and Title

3801 Avalon Park East Blvd. Suite 400

Company Address

Orlando, FL 32828

City, State, Zip

B. Agreement for System Operation and Maintenance Responsibility: The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____

Signature of Representative of O&M Entity

Name and Title

Email Address

Phone

New River Community Development District

Name of Entity for O&M

210 N. University Drive Suite 702

Address

Coral Springs, FL 33701

City, State, Zip

Date

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☒ Copy of all recorded plats
- ☒ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)
- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)





Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

June 29, 2020

SITEX NR Holding, LLC
Attn: Marybel Defillo
3680 Avalon Park East Blvd, Suite 300
Orlando, FL 32828

Avalon West Senior Housing, LLC
Attn: Marybel Defillo
3680 Avalon Park East Blvd, Suite 300
Orlando, FL 32828

SITEX NR Development, LLC
Attn: Ross Halle
3680 Avalon Park East Blvd., Suite 300
Orlando, FL 32828

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction Major Modification**

Project Name: Avalon Park West- North Phase 1A & 1B and Amenity Center
App ID/Permit No: 796563 / 43013559.046
County: Pasco
Sec/Twp/Rge: S11/T26S/R20E, S12/T26S/R20E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Brian G. Surak, P.E., Clearview Land Design, P.L.



An Equal
Opportunity
Employer

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78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
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7601 Highway 301 North
Tampa, Florida 33637-6759
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June 29, 2020

SITEX NR Holding, LLC
Attn: Marybel Defillo
3680 Avalon Park East Blvd, Suite 300
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App ID/Permit No: 796563 / 43013559.046
County: Pasco
Sec/Twp/Rge: S11/T26S/R20E, S12/T26S/R20E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [As-Built Certification and Request for Conversion to Operation Phase](#)
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: Brian G. Surak, P.E., Clearview Land Design, P.L.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43013559.046**

EXPIRATION DATE: June 29, 2025

PERMIT ISSUE DATE: June 29, 2020

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Avalon Park West- North Phase 1A & 1B and Amenity Center

GRANTED TO: SITEX NR Holding, LLC
Attn: Marybel Defillo
3680 Avalon Park East Blvd, Suite 300
Orlando, FL 32828

OTHER PERMITTEES: Avalon West Senior Housing, LLC
Attn: Marybel Defillo
3680 Avalon Park East Blvd, Suite 300
Orlando, FL 32828

SITEX NR Development, LLC
Attn: Ross Halle
3680 Avalon Park East Blvd., Suite 300
Orlando, FL 32828

ABSTRACT: This permit authorization is for the modification of a previously permitted stormwater management system approved under Permit Nos. 49013559.016 and 43013559.029, serving a 133-acre residential development. This project is for a portion of the area previously included in Conceptual Permit No. 49013559.041. The proposed activities are for the construction of Phases 1A and 1B including homes, roadways, amenity center, expansion of the existing Ponds 7 and 5B, construction of new Ponds S3, S4, S5, S6, W1 and W2, and construction of floodplain compensation areas C15, C20 and C21. Ponds S3 and S6 have been designed to accommodate future residential developments. The project is located north of State Road 54, about 2 miles east of Curley Road, in Pasco County.

OP. & MAIN. ENTITY: New River CDD

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Pasco

SEC/TWP/RGE: S11/T26S/R20E, S12/T26S/R20E

TOTAL ACRES OWNED OR UNDER CONTROL:	308.00
PROJECT SIZE:	133.00 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	January 03, 2020
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond S3	0.73	MAN-MADE WET DETENTION
Pond S4	2.66	MAN-MADE WET DETENTION
Pond S5	4.16	MAN-MADE WET DETENTION
Pond S6	1.91	MAN-MADE WET DETENTION
Pond W1	0.79	MAN-MADE WET DETENTION
Pond W2	1.96	MAN-MADE WET DETENTION
Pond 7	4.16	MAN-MADE WET DETENTION
FP Comp C15	12.12	NO TREATMENT SPECIFIED
FP Comp C20	1.00	NO TREATMENT SPECIFIED
FP Comp C21	4.25	NO TREATMENT SPECIFIED
	Total: 33.74	

Water Quantity/Quality Comments:

The modifications include the expansion of the existing Ponds 7 and 5B, and the construction of new Ponds S3, S4, S5, S6, W1 and W2. The modified stormwater system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The proposed ponds provide treatment for runoff from the site via wet detention. The project is located within the watershed of an Impaired Water Body, New River (WBID 1442), which is listed as impaired for Dissolved Oxygen. Net improvement benefit for nutrient impairment has been demonstrated via wet detention. Water quality certification is waived as a condition of this permit. The proposed system includes future contributing areas draining to Ponds S3 and S6, with calculated composite Curve Number values equal to 95 and 93 respectively. The operation and maintenance inspection requirements for Ponds S3, S4, S5, S6, W1, W2 and 7 will be tracked under this permit modification. Pond 7 will no longer be associated with Permit No. 49013559.016. Tracking for Pond 5B is to remain under permit No. 43013559.029. The District's Operations, Lands and Resource Bureau has granted a temporary license and access agreement to SITEX NR Holding, LLC for access through a District conservation easement. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
41.69	0.00	Storage Modeling	N/A

Floodplain Comments:

Onsite floodplain elevations have been established by the New River Watershed Model. Encroachment into the 100-year floodplain has been demonstrated to have no adverse impacts on offsite locations by dynamic stormwater modeling.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
WL 25	2.84	2.75	0.00	0.00	0.09	0.00
WL 32	0.11	0.00	0.11	0.00	0.00	0.00
WL 33	5.12	0.00	5.12	0.00	0.00	0.00
WL 35	0.86	0.00	0.86	0.00	0.00	0.00
WL 36	0.43	0.00	0.43	0.00	0.00	0.00
WL 37	0.80	0.00	0.80	0.00	0.00	0.00
WL 38	0.81	0.00	0.81	0.00	0.00	0.00
WL 39	0.08	0.00	0.08	0.00	0.00	0.00
WL 41	0.28	0.00	0.28	0.00	0.00	0.00
WL 42	0.43	0.00	0.43	0.00	0.00	0.00
Total:	11.76	2.75	8.92	0.00	0.09	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

There are 11.76 acres of wetlands (FLUCCS 641) located within the project area for this ERP modification. Permanent filling impacts to 8.92 acres of wetlands (FLUCCS 641) will occur for construction of a 133-acre residential development and an associated amenity center. Temporary wetland impacts to 0.09 acre of wetlands will occur for a temporary crossing of Wetland 25. There are no other surface water features located within the project area. The permanent wetland impacts within this project are consistent with the recently approved conceptual permit, ERP No. 49013559.041.

Mitigation Information

Mitigation Comments:

Wetland mitigation for permanent filling impacts is provided by the use of previously permitted, constructed, and preserved excess mitigation within the Avalon Park (a.k.a. New River Lakes) development. The wetland impacts within this project are consistent with the recently issued conceptual permit, ERP No. 49013559.041. An impact and mitigation accounting system was created with the issuance of ERP Nos. 49013559.009 (original conceptual) and 49013559.011. An updated ledger, with running totals is contained within the File of Record. Since the original conceptual utilized mitigation ratios (Subsection 3.3.2, ERP Basis of Review, circa 2004) instead of the Uniform Mitigation Assessment Method (UMAM) pursuant to Chapter 62-345, F.A.C., this permit uses mitigation ratios; consequently, the wetland tables in this permit do not show UMAM values.

Re-vegetation of the temporarily impacted wetland areas is to occur in accordance with the specific conditions of this permit.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetlands, wetland mitigation areas, wetland buffers, upland conservation areas, buffer compensation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland and surface water areas
 - b. wetland buffers
 - c. limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
5. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."
6. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
7. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
8. This Permit Modification No. 43013559.046, amends the previously issued Permit Nos. 49013559.016, 43013559.029, and adds conditions. All other original permit conditions remain in effect. This Permit Modification No. 43013559.046, is for phases 1A and 1B of a previously issued Conceptual Approval permit (Permit No. 49013559.041). Both the conditions herein and the conditions of the Conceptual Approval permit are applicable.
9. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.

10. For the areas shown on the construction drawings as Future Development for Pond S3 and S6, a permit modification shall be obtained for any construction in these areas.
11. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
12. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
13. The Permitted Plan Set for this project includes: the set received by the District on March 4, 2020.
14. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

15. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
16. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
17. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
18. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
19. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
20. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
21. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings,

exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

22. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
23. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
24. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.
25. The approved wetland restoration plantings for the temporary impacts area to Wetland 25, as shown on Sheet 69 of the construction plans, are required in order to provide the District with reasonable assurance that the project will not have adverse impacts to the wetlands, as described in Subsection 10.2.7 of the Applicant's Handbook Volume I. The plantings shall be completed as soon as the temporary crossing of Wetland 25 is removed. The plantings shall meet a success criteria of 80 percent survival for and shall be maintained such that they remain in their intended condition for the life of the system.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A**GENERAL CONDITIONS:**

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Avalon Park West- North Phase 1A & 1B and Amenity Center

PROJECT NAME

Residential

PROJECT TYPE

Pasco

COUNTY

S11/T26S/R20E, S12/T26S/R20E

SEC(S)/TWP(S)/RGE(S)

SITEX NR Holding, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 796563 / 43013559.046

DATE ISSUED: June 29, 2020



David Kramer, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

June 20, 2023

SitEx NR Holding, LLC
Attn: Marybel Defillo
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Subject: Final Request for As-Built Certification and Request for Conversion to Operation Phase

Project Name: Avalon Park West - North Phase 1A & 1B and Amenity Center
Permit No.: 43013559.046
Compliance No.: 421885
County: Pasco
Sec/Twp/Rge: S12/T26S/R20E

Dear Ms Defillo:

By letter dated November 29, 2022, you were advised that a condition of the permit requires that upon completing construction of the entire project or an independent portion of the project, the permittee shall provide the As-Built Certification and Request for Conversion to Operational Phase form available at <http://www.watermatters.org/permits/erp>. To date, this information has not been provided. Failure to submit the required documents is a violation of your permit and District rules.

Any components of the permitted activities that are not in substantial conformance with the permit must be corrected or a modification of the permit will be required in accordance with Rule 62-330.315, Florida Administrative Code (F.A.C.). If there were substantial deviations, plans must be submitted clearly labeled as "as-built" or "record" drawings reflecting the substantial deviations. Also, the permittee shall submit the "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" form to transfer the permit to the operation and maintenance entity along with the documentation requested in the form.

In order to bring this matter into compliance, the required fully executed form(s) and supporting documentation are required to be submitted to the District no later than **July 20, 2023**.

The information can be submitted on-line using **eCompliance** by visiting the District's Environmental Resource Permitting System in ePermitting located on the District's website at <http://WaterMatters.org/LogInERP>. If you do not have an account you can sign up by clicking the "Register Now" button.

If this matter is not brought into compliance in a timely manner, the case will be referred to the District's Office of General Counsel for further enforcement action that may include monetary penalties and the recovery by the District of its enforcement costs. If you have questions, please contact Deborah Ammendola at (352) 554-9773, or at debbie.ammendola@swfwmd.state.fl.us.

Sincerely,

Alexis Madrid
Field Services Intern
Regulatory Support Bureau
Regulation Division

sg
cc:Clearview Land Design, P.L.

**Prepared For**

New River CDD
Autumn Ridge Dr
Wesley Chapel

Visual Enhancements Inc

25052 Winslow Way
Land O Lakes, FL 34639
Phone: (813) 388-3839
Email: venhancements@gmail.com
Web: www.visualenhancementsinc.com

Estimate # 11625

Date 02/10/2023

Description**Total****Club house****\$4,467.12**

Exterior Painting

\$4,467.12

*Pressure clean home to remove dirt & oxidation of the old paint surface/Scrape any loose paint and pre prime bare areas/Includes driveway & sidewalk cleaning.

*Fill in all stucco cracks, caulk in all doors and windows with PPG Top Gun 400 Elastomeric/Kevlar caulking.

*3 colors included to paint stucco/banding/front door/ soffit & Fascia with PPG Permanizer self priming lifetime satin finish.

*Treat existing rust with PPG Amercoat industrial primer.

*Includes Plastic protection for windows, cover plants.

*Spray and roll 2 coat application system for Stucco.

Quote includes lifetime peel, flake and crack warranty on the substrate itself/ lifetime labor

Special Notes

Color Selection

It shall be understood that the customer is solely responsible for ensuring the colors chosen are to their liking. It is suggested that home owners apply a sample to the home to ensure

it is to their liking. Should the homeowner decide they do not like the color during the painting process or following the painting process it is understood that payment for the original job will still be due in full prior to any color changes. No credits will be provided for paint already purchased and will remain with the homeowner unless otherwise directed. (Also Note, your HOA may give your color selections to choose from. You are not required to use that brand, just the color. We will color match any paint manufacturer with our PPG products.)

Final Walkthrough

Upon completion of your job, we will do a final walkthrough with you to ensure your satisfaction. Once that walkthrough is complete you will receive one complimentary revisit within 30 days to address any other concerns that may have been missed on the final walk through. Outside of a warranty call any additional callout shall be charged time and materials. Thank you for your understanding.

We Are Here To Help

We understand that often times paint is the start of many other projects throughout the home. Please keep in mind we are a full service contracting company. As a licensed, bonded and insured contractor we are able to tackle anything from paint to room additions and everything in between. If there are any other projects you are considering, let us help you save time, money and the headaches of finding separate companies for all of your home renovation needs.

I look forward to hearing from you.

Regards,

Ray Pardiny
Visual Enhancements Inc
813.388.3839

<https://www.homeadvisor.com/rated/VisualEnhancementsInc.92489256.html>

<https://www.ppgpaints.com/products/exterior-paint/ppg-permanizer-exterior-acrylic-latex>

<https://www.ppgpaints.com/products/top-gun-400>

Subtotal	\$4,467.12
Total	\$4,467.12

All work is to be completed in a workmanlike manner according to standard practices. Any change or deviation from the scope of work identified herein that results in additional cost to Visual Enhancements Inc ("Contractor") will be charged to the Customer as a cost that is separate from and in addition to the quoted price. The Contract Documents consist of this Proposal, the Terms and Conditions, all documents referenced therein, and the Limited Workmanship Warranty (if any), which are incorporated herein by reference. Customer agrees that his/her signature to any one of the Contract Documents constitutes his/her receipt and acceptance of all of the Contract Documents and Statutory Warnings. The parties agree that there is adequate consideration for this Proposal, the receipt and sufficiency of which is hereby acknowledged.

TERMS & CONDITIONS

1. General. This proposal is subject to change without notice and is automatically withdrawn on the 30th day following the date of issue if not accepted in writing and a copy of this proposal returned to Visual Enhancements Inc ("Contractor"). If the customer cancels this Agreement 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.

2. Access. Customer shall provide Contractor with adequate access to electricity 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 materials 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 access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises for stains, ceiling damage and/or structural damage. Contractor shall not be responsible for any preexisting stains, ceiling damage and/or structural damage. Customer shall provide Contractor with all information necessary to prepare the Notice of Commencement. 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.

3. Payment Terms. Customer shall make payment to Contractor as follows, unless stated otherwise herein: Customer shall pay 50% of the total Agreement amount as a deposit to Contractor within two (2) weeks prior to commencing work; Customer shall pay or cause to be paid the amount of any payment request within thirty (30) days of receipt of a payment request from Contractor. By executing this Agreement, Customer authorizes Contractor to perform a

credit check on Customer. Customer shall pay interest at the rate 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 regardless of any outstanding insurance claims. 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 there is an increase in the price of materials charged to the Contractor in excess of five (5%) percent, subsequent to making this Agreement, then the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience. Contractor shall submit written documentation of the increased charges to the Customer. If Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend performance of all work, suspend shipments and/or warranties 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. The parties acknowledge and agree that the substitution of materials and price adjustments may be required based on changes in material availability and the cost to obtain and deliver materials to the project between the date of this Agreement and the delivery date. In such event, Contractor and Customer shall work together in good faith to identify substitute materials that are similar in price and quality and that do not cause an increase to the Agreement amount. If Customer selects substitute materials that increase the Agreement amount, then the Agreement will be adjusted to reflect the additional costs incurred by the Contractor to purchase and deliver the materials.

4. Site Conditions. Should the Contractor discover concealed or unknown conditions in the existing structure 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. Contractor is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Contractor started work on a building or performed repair work. Contractor is not responsible for condensation, moisture migration from the building interior or other building components, or structural conditions.

5. 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 improvements contained in 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.

6. Customer Protection of Property. Customer shall be solely responsible for any damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, appurtenances, or other real or personal property at the project location during construction. Contractor shall not be responsible for any damage caused by dust or debris caused by Contractor's work. The cost for testing and abatement of asbestos and lead is the sole responsibility of the Customer. Customer shall be responsible for indoor air quality during the work and shall hold Contractor harmless, indemnify and defend Contractor from any and all claims, actions, proceedings, and complaints arising out of or relating to fumes, odors, and/or the indoor air quality during Contractor's performance of the 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.

7. 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 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.

8. Arbitration. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof.

However, 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.

9. Damage Limitation. 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, incidental or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to

allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

10.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. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void Contractor's warranty and all of Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) as a result of the breach in the Manufacturer's warranty.

11.Claims. It is Customer's duty to notify Contractor in writing within seven (7) 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.

12.Contractor's Default. Customer shall give Contractor at least seven (7) days written notice and the opportunity to cure or such additional time as is reasonably necessary to cure the alleged breach, before declaring the Contractor in default of this Agreement.

13.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 pandemics, epidemics, COVID-19 or similar viruses/illnesses requiring quarantine, work stoppage or slowdown in the progress of the work as a result of any ongoing epidemic or pandemic whether caused by a private actor's decision, government action, or an outbreak related to COVID-19 or any locally, state, or federally declared epidemic or pandemic, 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.

14.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.

15.Disclaimer. Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold") including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify and hold harmless Contractor from any and all Claims arising out of or relating to Mold.

16.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.

17.Materials. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers. In the event of impending high wind conditions, hurricanes, tornados, or other adverse weather conditions, if Contractor is requested to remove/reposition product from/on the job site, Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Customer agrees to promptly pay Contractor for these extra services. Contractor is not responsible for defective products if Contractor did not know such products were defective prior to the installation of same. As such, Contractor is not responsible for any costs, damages, claims, etc., associated with any remediation of supposed harm caused by a defective product. A defective product shall not be grounds to withhold payment or reject the work performed by Contractor.

18.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," "Limited Workmanship Warranty," and "Statutory Warnings," 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.

19. Use of Photo and Likeness. Customer consents to photographs/videos being taken of the residence and agrees to allow such photos, video, or likeness to be used for any legitimate purpose, including, but not limited to, promotional and marketing uses.

20. Visual Enhancements Inc reserves the right to refuse this contract any time prior to commencement of job.

STATUTORY WARNINGS

LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 -- 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

RADON GAS WARNING

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL / ESTIMATE: The above prices, specifications and conditions are Satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

New River CDD



Comfort under the sun.

ESTIMATE

Outdoor Furniture Connection LLC

P.O. Box 566

St. Petersburg, FL 33731

Name
New River CDD Amenity Center
Address
5227 Autumn Ridge
City, State, Zip
Wesley Chapel, FL 33544

Quantity	Description	Unit Price	Line Total
	Pool Furniture Project - Repairs		
	REGAL EZ Style		
	Horizontal Vinyl Straps - 3" Width		
24	R-50EZ Dining Chairs - complete re-strap	100.00	2,400.00
20	R-150EZ Chaise Lounges - complete re-strap	160.00	3,200.00
	NEW pricing:		
	R-50EZ - \$175		
	R-150EZ - \$325		
	Specifications		
	Frame Finish Color: Graphite		
	Vinyl: Gray with White Accent on top and bottom		
	Discount - 5%		(280.00)
SUBTOTAL			\$ 5,320.00
Sales Tax 7.00%			\$ 372.40
PICK UP & DELIVERY			\$ 200.00
TOTAL			\$ 5,892.40

Phone		Email	Web Site
(727) 386-3566		petemazer@gmail.com	www.ofc-florida.com

THANK YOU FOR YOUR BUSINESS!