

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

August 18, 2023 at 11:30 a.m.

1. Call to Order/Roll Call

2. Audience Comments

3. Consent Agenda

A. Approval of the July 21, 2023 Meeting Minutes - Page 3

B. Financials Dated July 2023 - Page 6

4. Public Hearing to Adopt Fiscal Year 2024 Budget - Page 21

A. Resolution 2023-04, Adopting Fiscal Year 2024 Budget - Page 43

B. Resolution 2023-05, Levying Non Ad Valorem Assessments - Page 46

5. Staff Reports

A. District Engineer

B. District Counsel

i. Easement Agreement with APW HOA - Page 50

C. Landscape & Irrigation Maintenance

D. Aquatic Maintenance - Page 56

E. Pond Maintenance Proposals

i. Solitude Renewal Agreement - Page 64

ii. Aquatic Weed Control, Inc. - Page 72

iii. Advanced Aquatic - Page 85

iv. Premier Lakes - Page 97

v. Blue Water Aquatics - Page 102

F. District Manager

i. Consideration of Outdoor Furniture Connection Estimates (Tabled Item) - Page 107

• New Estimate - Page 108

• Refinish Estimate - Page 110

ii. Discussion of Resource Officer - Page 112

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

- Shared Expenses with Avalon Park West CDD (*APW CDD believes the communities would benefit from having a weekend, rotating Friday, Saturday and Sunday, and a day during the week and requested the attached area of patrolling*)
- Pasco County Sherriff Extra Duty Application - Page 113
- FHP Agreement
- iii. Pasco County Sheriff Extra Duty Application
- iv. Consideration of Meeting Schedule for Fiscal Year 2024
 - Option 1 – Third Friday of Every Month at 11:30 a.m. - Page 116
 - Option 2 – Third Thursday of Every Month at 5:00 p.m. - Page 117
 - Option 3 – Second Wednesday of Every Month at 5:00 p.m. - Page 118

6. Old Business

7. New Business

8. Supervisors' Requests

9. Adjournment

*Next Regular Meeting is September 15, 2023 at 11:30 a.m.

District Office:

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

Meeting Room

CKB Development, LLC
2940 Sports Core Circle
Wesley Chapel, FL. 33544

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 Friday, July 21, 2023 at 11:40 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
Russ Mercier	Assistant Secretary (Via Telephone)

Also present were:

Mark Vega	District Manager
Vivek Babbar	District Attorney
Robert Dvorak	District Engineer
Residents	

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.

On MOTION by Mr. Smith seconded by Mr. Lione with all in favor, allowing Mr. Mercier to attend via telephone was approved.

SECOND ORDER OF BUSINESS

Audience Comments

- Resident comments were received.

THIRD ORDER OF BUSINESS

Consent Agenda

- A. **Approval of the May 25, 2023 Meeting Minutes**
- B. **Financials Dated May and June 2023**

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

FOURTH ORDER OF BUSINESS

Staff Reports

- A. **District Engineer**
- Mr. Dvorak provided an update on the exit curb on State Road 54.

- Mr. Dvorak informed the Board Pasco County stated the District should not maintain the bridge on River Glen and all maintenance aspects of the bridge are to go through the County.
- There was Board consensus for Mr. Dvorak to engage a geotechnical engineer to review the HA5 delamination due to water level and some areas with poor preparation.

B. District Counsel

- There being no report, the next item followed.

C. Landscape & Irrigation Maintenance

- Discussion ensued regarding landscape and irrigation maintenance.

D. Aquatics Maintenance

- A copy of the report was included in the agenda package and is attached hereto as part of the public record. There were no questions or comments on the report.

E. District Manager

i. Number of Registered Voters as of April 15, 2023-930

- This item is for informational purposes only.

ii. Request for Transfer of Environmental Resource Permit

- There was Board consensus for the District Engineer to work with Avalon Park Group.

iii. Consideration of Outdoor Furniture Connection Estimate

- This item was tabled until the August meeting with complete information.

iv. Consideration of Clubhouse Painting Proposals

- **Visual Enhancements**
- **Odis & Pete Painting of Tampa**

- The Board reviewed the proposals.

On MOTION by Mr. Smith seconded by Mr. Lione with all in favor the proposal from Odis & Pete Painting of Tampa was approved at a total cost of \$4,100.

- The schedule will be communicated to the Board once it is established.

FIFTH ORDER OF BUSINESS

Old Business

- Discussion ensued on the new color of the clubhouse and Mr. Halle will provide the colors of the Avalon Park West CDD Clubhouse.

SIXTH ORDER OF BUSINESS

New Business

i. Discussion of Fishing at District Ponds

- There was no discussion on this item.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests

- There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Smith seconded by Mr. Lione with all in favor the meeting was adjourned at 1:40 p.m.

Mark Vega, Secretary

**New River
Community Development District**

Financial Report

July 31, 2023

Prepared by



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**New River
Community Development District**

Financial Statements

(Unaudited)

July 31, 2023

Balance Sheet

July 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2010 DEBT SERVICE FUND	SERIES 2020 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 474,884	\$ -	\$ -	\$ 474,884
Due From Other Funds	-	66,822	49,377	116,199
Investments:				
Money Market Account	367,601	-	-	367,601
Prepayment Fund (A-2)	-	1,694	-	1,694
Prepayment Fund (B-2)	-	1,239	-	1,239
Remedial Indenture (A-2)	-	92,715	-	92,715
Reserve Fund (A-2)	-	149,950	-	149,950
Reserve Fund (B-2)	-	18,597	-	18,597
Revenue Fund (A-1)	-	-	1,807	1,807
Revenue Fund (A-2)	-	4	-	4
Revenue Fund (B-2)	-	118	-	118
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	\$ 847,735	\$ 331,139	\$ 163,105	\$ 1,341,979
LIABILITIES				
Accounts Payable	\$ 24,537	\$ -	\$ -	\$ 24,537
Accrued Expenses	31,825	-	-	31,825
Due To Developer	13,258	-	-	13,258
Deposits	100	-	-	100
Deferred Revenue	-	340,438	-	340,438
Due To Other Funds	116,199	-	-	116,199
TOTAL LIABILITIES	185,919	340,438	-	526,357
FUND BALANCES				
Nonspendable:				
Deposits	5,250	-	-	5,250
Restricted for:				
Debt Service	-	-	163,105	163,105
Assigned to:				
Operating Reserves	158,502	-	-	158,502
Reserves - Buildings	109,200	-	-	109,200
Unassigned:	388,864	(9,299)	-	379,565
TOTAL FUND BALANCES	\$ 661,816	\$ (9,299)	\$ 163,105	\$ 815,622
TOTAL LIABILITIES & FUND BALANCES	\$ 847,735	\$ 331,139	\$ 163,105	\$ 1,341,979

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 12,339	0.00%	\$ 1,576
Room Rentals	2,000	2,184	109.20%	475
Interest - Tax Collector	-	429	0.00%	-
Special Assmnts- Tax Collector	637,198	637,198	100.00%	-
Special Assmnts- CDD Collected	131,497	131,497	100.00%	-
Special Assmnts- Discounts	(25,488)	(25,019)	98.16%	-
Other Miscellaneous Revenues	-	1,533	0.00%	60
TOTAL REVENUES	745,207	760,161	102.01%	2,111
EXPENDITURES				
<u>Administration</u>				
P/R-Board of Supervisors	8,800	5,631	63.99%	-
FICA Taxes	673	459	68.20%	-
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	5,000	20,136	402.72%	3,600
ProfServ-Legal Services	15,000	10,380	69.20%	1,339
ProfServ-Mgmt Consulting	39,056	32,547	83.33%	3,255
ProfServ-Trustee Fees	11,000	14,808	134.62%	-
ProfServ-E-mail Maintenance	2,000	1,136	56.80%	120
Auditing Services	6,500	-	0.00%	-
Contract-Website Hosting	1,579	1,549	98.10%	-
Miscellaneous Mailings	2,400	373	15.54%	11
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%	-
Tax Collector/Property Appraiser Fees	150	239	159.33%	-
Dues, Licenses, Subscriptions	325	175	53.85%	-
Total Administration	116,881	101,348	86.71%	8,325
<u>Electric Utility Services</u>				
Utility - Irrigation	3,500	1,428	40.80%	128
Street Lights	45,084	35,184	78.04%	3,141
Total Electric Utility Services	48,584	36,612	75.36%	3,269
<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 July 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
<u>Water-Sewer Comb Services</u>				
Utility Services	22,250	18,599	83.59%	3,095
Total Water-Sewer Comb Services	22,250	18,599	83.59%	3,095
<u>Stormwater Control</u>				
Stormwater Assessment	562	-	0.00%	-
Conservation & Wetlands	8,500	5,984	70.40%	-
Aquatic Maintenance	17,500	6,880	39.31%	688
Total Stormwater Control	26,562	12,864	48.43%	688
<u>Other Physical Environment</u>				
Insurance - Property	9,407	7,500	79.73%	-
Insurance - General Liability	3,582	2,705	75.52%	-
R&M-Mulch	21,600	-	0.00%	-
R&M-Well Maintenance	2,500	-	0.00%	-
Landscape Maintenance	162,324	146,080	89.99%	15,000
Landscape Replacement	60,000	25,200	42.00%	2,442
Irrigation Repairs & Replacement	9,500	46,184	486.15%	14,358
Holiday Decoration	10,000	2,650	26.50%	-
Utility Deposit Bond	1,800	1,693	94.06%	1,693
Reserve	109,200	2,021	1.85%	2,021
Total Other Physical Environment	389,913	234,033	60.02%	35,514
<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%	-
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%	-
<u>Parks and Recreation</u>				
Payroll-Salaries	34,074	19,993	58.68%	5,036
Clubhouse - Facility Janitorial Service	3,214	2,750	85.56%	275
Pest Control	425	314	73.88%	105
Contracts-Pools	10,200	12,050	118.14%	1,500

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
Telephone/Fax/Internet Services	3,000	1,760	58.67%	176
Utility - Recreation Facilities	6,600	5,427	82.23%	562
Utility - Fountains	3,750	436	11.63%	44
R&M-Clubhouse	10,000	3,232	32.32%	917
R&M-Fountain	5,000	9,510	190.20%	910
R&M-Parking Lots	1,500	823	54.87%	-
R&M-Pools	2,500	21,129	845.16%	120
Athletic/Park Court/Field Repairs	1,500	568	37.87%	-
Amenity Maintenance & Repairs	5,000	1,563	31.26%	482
Facility A/C & Heating Maintenance & Repair	1,500	400	26.67%	250
Security System Monitoring & Maint.	2,500	3,780	151.20%	378
Entry & Walls Maintenance	2,000	-	0.00%	-
Access Control Maintenance & Repair	2,500	2,279	91.16%	795
Miscellaneous Expenses	1,500	1,014	67.60%	382
Office Supplies	250	90	36.00%	54
Clubhouse - Facility Janitorial Supplies	400	121	30.25%	46
Facility Supplies	1,000	1,131	113.10%	126
Dog Waste Station Service & Supplies	240	70	29.17%	-
Pool Permits	500	450	90.00%	305
Total Parks and Recreation	99,153	88,890	89.65%	12,463
TOTAL EXPENDITURES	745,207	518,673	69.60%	63,354
Excess (deficiency) of revenues				
Over (under) expenditures	-	241,488	0.00%	(61,243)
Net change in fund balance	\$ -	\$ 241,488	0.00%	\$ (61,243)
FUND BALANCE, BEGINNING (OCT 1, 2022)	420,328	420,328		
FUND BALANCE, ENDING	\$ 420,328	\$ 661,816		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 717	0.00%	\$ 631
Special Assmnts- Tax Collector	230,014	237,169	103.11%	-
Special Assmnts- CDD Collected	760,884	475,394	62.48%	-
Special Assmnts- Discounts	(9,201)	(9,312)	101.21%	-
TOTAL REVENUES	981,697	703,968	71.71%	631
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,600	4,558	99.09%	-
Total Administration	4,600	4,558	99.09%	-
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%	-
Excess (deficiency) of revenues				
Over (under) expenditures	(9,753)	(287,440)	2947.20%	631
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)	\$ (287,440)	2947.20%	\$ 631
FUND BALANCE, BEGINNING (OCT 1, 2022)	278,141	278,141		
FUND BALANCE, ENDING	\$ 268,388	\$ (9,299)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 3,957	0.00%	\$ 438
Special Assmnts- Tax Collector	238,147	230,014	96.58%	-
Special Assmnts- Discounts	(9,526)	(9,031)	94.80%	-
TOTAL REVENUES	228,621	224,940	98.39%	438
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,763	4,420	92.80%	-
Total Administration	4,763	4,420	92.80%	-
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%	-
Excess (deficiency) of revenues				
Over (under) expenditures	7,096	(5,593)	-78.82%	438
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	\$ (5,593)	-78.82%	\$ 438
FUND BALANCE, BEGINNING (OCT 1, 2022)	168,698	168,698		
FUND BALANCE, ENDING	\$ 175,794	\$ 163,105		

**New River
Community Development District**

Supporting Schedules

July 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	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

July 31, 2023

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND			
Checking Account - Operating New	Bank United	-	\$474,884
Money Market Account - Operating	Valley Bank	5.19%	367,601
			<u>842,486</u>
DEBT SERVICE FUNDS			
Series 2010 Prepayment Fund A-2	US Bank	3.89%	1,694
Series 2010 Prepayment Fund B-2	US Bank	3.89%	1,239
Series 2010 Remedial Expenditure A-2	US Bank	3.89%	92,715
Series 2010 Reserve Fund A-2	US Bank	3.89%	149,950
Series 2010 Reserve Fund B-2	US Bank	3.89%	18,597
Series 2010 Revenue Fund A-2	US Bank	3.89%	4
Series 2010 Revenue Fund B-2	US Bank	3.89%	118
	Subtotal Fund 201		<u>264,317</u>
Series 2020 Revenue Fund A-1	US Bank	3.89%	1,807
Series 2020 Senior Reserve Fund A-1	US Bank	3.89%	99,381
Series 2020 Sub Reserve Fund A-1	US Bank	3.89%	8,550
Series 2020 Sub Prepayment Fund A-1	US Bank	3.89%	3,990
	Subtotal Fund 202		<u>113,729</u>
	Subtotal DS		<u>378,046</u>
	Total		<u><u>\$1,220,532</u></u>

New River CDD

Bank Reconciliation

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Bank Account No. 6620 Bank United Checking
Statement No. 07-23
Statement Date 7/31/2023

G/L Balance (LCY)	474,884.45	Statement Balance	483,879.25
G/L Balance	474,884.45	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	483,879.25
Subtotal	474,884.45	Outstanding Checks	8,994.80
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	474,884.45	Ending Balance	474,884.45
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	2420	STRALEY ROBIN VERICKER	823.50	0.00	823.50
6/29/2023	Payment	2423	TRI-CARE SERVICES INC	260.00	0.00	260.00
7/6/2023	Payment	2426	HEDRICK AIR, LLC	150.00	0.00	150.00
7/18/2023	Payment	2430	BRLETIC DVORAK, INC	3,600.00	0.00	3,600.00
7/26/2023	Payment	2439	HEDRICK AIR, LLC	250.00	0.00	250.00
7/26/2023	Payment	2440	RAINMAKER IRRIGATION	2,511.30	0.00	2,511.30
Total Outstanding Checks.....				8,994.80		8,994.80

New River
Community Development District

Check Register

07/1/2023 - 07/31/2023

NEW RIVER

Community Development District

**Payment Register by Fund
For the Period from 07/01/23 to 07/31/23
(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	2424	07/06/23	ALL DONE SERVICES, INC	243	CLUBHOUSE CLEANING SERV FOR JUNE 2023	Clubhouse - Facility Janitorial Service	531131-57201	\$275.00
001	2425	07/06/23	COMPLETE I.T.	11210	JULY 2023 EMAIL SERVICES	ProfServ-E-mail Maintenance	531096-51301	\$119.60
001	2426	07/06/23	HEDRICK AIR, LLC	13635	A/C UNIT REPAIRS	Facility A/C & Heating Maintenance & Repair	546177-57201	\$150.00
001	2427	07/06/23	RAINMAKER IRRIGATION	44219	LIFTED AND CLEARED OAK TREES IN CENTER ISLAND 6/16	Landscape Replacement	546338-53908	\$710.00
001	2427	07/06/23	RAINMAKER IRRIGATION	44229	POND LEFT SIDE OF THRISTLE FEILD COURT REMOVE AND	Landscape Replacement	546338-53908	\$250.00
001	2427	07/06/23	RAINMAKER IRRIGATION	44263	IRRIGATION REPAIR 6/20/23	Irrigation Repairs & Replacem.	546932-53908	\$334.00
001	2427	07/06/23	RAINMAKER IRRIGATION	44253	IRRIGATION REPAIR 6/13/23	Irrigation Repairs & Replacem.	546932-53908	\$396.93
001	2427	07/06/23	RAINMAKER IRRIGATION	44262	IRRIGATION REPAIR 6/21/23	Irrigation Repairs & Replacem.	546932-53908	\$1,088.25
001	2428	07/06/23	WILDLANDS CONSERVATION INC	3231	ANNUAL MONITORING REPORT	Conservation & Wetlands	546958-53805	\$5,984.00
001	2429	07/06/23	GRACE CONSTRUCTION GROUP INC	233157	roof repair	R&M-Clubhouse	546015-57201	\$917.16
001	2430	07/18/23	BRLETIC DVORAK, INC	1156	PROF ENG SERVICES MARCH 7-31 2023	ProfServ-Engineering	531013-51501	\$3,600.00
001	2431	07/18/23	CODY SUMLER	071123	ON SITE WELDING	Miscellaneous Expenses	549999-57201	\$125.00
001	2432	07/18/23	DCSI INC	30942	ACCESS SYSTEM - SERVICE	Security System Monitoring & Maint.	546479-57201	\$378.00
001	2433	07/18/23	EGIS INSURANCE ADVISORS, LLC	18919	POLICY RENEWAL FY JULY 2023-JULY 2024	Utility Deposit Bond	549147-53908	\$1,693.00
001	2434	07/18/23	HOMETEAM PEST DEFENSE, INC	93312316	Pest Control Services 6/28/23	Pest Control	531170-57201	\$104.50
001	2435	07/18/23	INFRAMARK, LLC	97007	JUNE 2023 SVCS	ADMIN FEES	531027-51201	\$3,254.67
001	2435	07/18/23	INFRAMARK, LLC	97007	JUNE 2023 SVCS	POSTAGE	541030-51301	\$21.00
001	2436	07/18/23	RAINMAKER IRRIGATION	44280	IRR REPAIRS 6/29/23	Irrigation Repairs & Replacem.	546932-53908	\$348.13
001	2436	07/18/23	RAINMAKER IRRIGATION	44288	IRR REPAIRS 3/28/23	Irrigation Repairs & Replacem.	546932-53908	\$377.38
001	2436	07/18/23	RAINMAKER IRRIGATION	44297	IRR REPAIRS 5/9/23	Irrigation Repairs & Replacem.	546932-53908	\$889.35
001	2436	07/18/23	RAINMAKER IRRIGATION	44298	IRR REPAIR 5/11/23	Irrigation Repairs & Replacem.	546932-53908	\$346.02
001	2436	07/18/23	RAINMAKER IRRIGATION	44335	LANDSCAPE SERVICES JULY 2023	Landscape Maintenance	546300-53908	\$15,000.00
001	2437	07/18/23	RAYMOND M PARDIUY	164	PRESSURE FOUNTAIN CLEANING	R&M-Fountain	546032-57201	\$910.00
001	2438	07/18/23	TRIANGLE POOL SERVICES	2277	MONTHLY CLEANING	R&M-Pools	546074-57201	\$1,500.00
001	2439	07/26/23	HEDRICK AIR, LLC	13661	UNIT REPAIRS	Facility A/C & Heating Maintenance & Repair	546177-57201	\$250.00
001	2440	07/26/23	RAINMAKER IRRIGATION	44256	IRRIGATION REPAIR 6/15/23	Irrigation Repairs & Replacem.	546932-53908	\$2,511.30
001	DD381	07/07/23	FRONTIER ACH	22105-061323	BILLING PERIOD 6/13 -7/12/23	Telephone/Fax/Internet Services	541009-57201	\$175.98
001	DD382	07/10/23	PASCO COUNTY UTILITIES SERVICES	062323 ACH	SERVICES DATE 5/12-6/12/23	Utility Services	543063-53601	\$3,005.65
001	DD385	07/28/23	WITHLACOOCHEE RIVER ELECTRIC	072823 ACH	SERVICE PERIOD 6/6-7/6/23	Street Lights	543057-53100	\$3,141.40
001	DD385	07/28/23	WITHLACOOCHEE RIVER ELECTRIC	072823 ACH	SERVICE PERIOD 6/6-7/6/23	Utility - Irrigation	543014-53100	\$128.45
001	DD385	07/28/23	WITHLACOOCHEE RIVER ELECTRIC	072823 ACH	SERVICE PERIOD 6/6-7/6/23	Utility - Recreation Facilities	543079-57201	\$562.08
001	DD385	07/28/23	WITHLACOOCHEE RIVER ELECTRIC	072823 ACH	SERVICE PERIOD 6/6-7/6/23	Utility - Fountains	543085-57201	\$43.93
Fund Total								\$48,590.78

Total Checks Paid	\$48,590.78
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NEW RIVER
Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2024

Modified Tentative Budget

(Printed 8/10/2023)

Prepared by:



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New River
Community Development District

Operating Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

Miscellaneous Mailings						
	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
ACCOUNT DESCRIPTION	FY 2022	BUDGET FY 2023	THRU JUL-2023	AUG- SEP-2023	PROJECTED FY 2023	BUDGET FY 2024
REVENUES						
Interest - Investments	\$ 2,265	\$ -	\$ 12,339	\$ 2,800	\$ 15,139	\$ -
Room Rentals	3,276	2,000	2,184	437	2,621	2,000
Interest - Tax Collector	1		429	-	429	-
Special Assmnts- Tax Collector	637,199	637,199	637,198	-	637,198	689,538
Special Assmnts- CDD Collected	131,497	131,497	131,497	-	131,497	142,298
Special Assmnts - Discounts	(24,441)	(25,488)	(25,019)	-	-	(27,582)
Other Miscellaneous Revenues	1,031	-	1,533	307	1,840	-
TOTAL REVENUES	750,828	745,207	760,161	3,543	788,723	806,254
EXPENDITURES						
Administrative						
P/R-Board of Supervisors	4,600	8,800	5,631	3,169	8,800	8,800
FICA Taxes	352	673	459	242	-	673
ProfServ-Arbitrage Rebate	-	1,200	-	1,200	1,200	1,200
ProfServ-Dissemination Agent	-	5,000	-	5,000	5,000	5,000
ProfServ-Engineering	4,055	5,000	20,136	6,712	26,848	5,000
ProfServ-Legal Services	17,383	15,000	10,380	2,076	12,456	15,000
ProfServ-Mgmt Consulting Serv	35,462	39,056	32,547	7,811	40,358	41,399
ProfServ-Trustee Fees	12,949	11,000	14,808	-	14,808	11,000
ProfServ-E-mail Maintenance	1,076	2,000	1,136	180	1,316	-
Auditing Services	6,400	6,500	-	6,500	6,500	6,500
Contract-Website Hosting	1,551	1,579	1,549	30	1,579	1,579
Email Maintenance	-	-	-	500	500	2,000
Miscellaneous Mailings	1,062	2,400	373	2,027	2,400	2,472
Public Officials Insurance	-	2,905	-	2,905	2,905	2,905
Legal Advertising	2,111	2,000	1,158	842	2,000	2,000
Misc-Property Taxes	89	550	511	39	550	550
Misc-Assessmnt Collection Cost	9,933	12,743	12,246	-	12,246	13,791
Tax Collector/Property Appraiser Fees	188	150	239	-	239	150
Amenity Center Cost Share	37,253	-	-	21,000	21,000	-
Dues, Licenses, Subscriptions	223	325	175	150	325	325
Total Administrative	134,687	116,881	101,348	60,384	161,030	120,344
Electric Utility Services						
Utility - Irrigation	1,235	3,500	1,428	286	1,714	3,500
Street Lights	25,955	45,084	35,184	7,037	42,221	45,084
Total Electric Utility Services	27,190	48,584	36,612	7,322	43,934	48,584
Garbage/Solid Waste Services						
Solid Waste Assessment	-	335	-	335	335	335
Total Garbage/Solid Waste Services	-	335	-	335	335	335

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

Miscellaneous Mailings		ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
ACCOUNT DESCRIPTION	ACTUAL	BUDGET	THRU	AUG-	PROJECTED	BUDGET
	FY 2022	FY 2023	JUL-2023	SEP-2023	FY 2023	FY 2024
Water-Sewer Comb Services						
Utility Services	18,004	22,250	18,599	3,720	22,319	22,250
Total Water-Sewer Comb Services	18,004	22,250	18,599	3,720	22,319	22,250
Stormwater Control						
Stormwater Assessment	511	562	-	-	-	562
Conservation & Wetlands	5,984	8,500	5,984	2,516	8,500	8,500
Aquatic Maintenance	8,952	17,500	6,880	10,620	17,500	17,500
Total Stormwater Control	15,447	26,562	12,864	13,136	26,000	26,562
Other Physical Environment						
Insurance - Property	8,552	9,407	7,500	-	7,500	8,250
Insurance - General Liability	598	3,582	2,705	877	3,582	724
R&M-Mulch	-	21,600	-	-	-	-
R&M-Well Maintenance	-	2,500	-	-	-	-
Contracts-Landscape	-	-	-	-	-	189,000
Landscape Maintenance	129,858	162,324	146,080	16,244	162,324	-
Landscape Replacement	25,201	60,000	25,200	34,800	60,000	60,000
Irrigation Repairs & Replacem.	45,144	9,500	46,184	9,237	55,421	10,000
Holiday Decoration	-	10,000	2,650	-	2,650	2,650
Utility Deposit Bond	1,693	1,800	1,693	-	1,693	-
Reserve	105,961	109,200	2,021	-	2,021	169,200
Total Security Operations	317,007	389,913	234,033	61,158	295,191	439,824
Contingency						
Misc-Contingency	10,779	20,029	8,763	1,753	10,516	19,902
Miscellaneous Expenses	120	-	-	-	-	-
Cap Outlay - Vehicles	8,897	-	-	-	-	-
Total Contingency	19,796	20,029	8,763	1,753	10,516	19,902
Road and Street Facilities						
Pressure Cleaning	-	13,500	14,414	436	14,850	13,500
R&M-Sidewalks	-	1,500	-	1,500	1,500	1,500
R&M-Street Signs	-	1,500	3,150	1,000	4,150	1,500
Roadway Repair & Maintenance	-	5,000	-	5,000	5,000	5,000
Total Road and Street Facilities	-	21,500	17,564	7,936	25,500	21,500
Parks and Recreation - General						
Payroll-Salaries	21,481	34,074	19,993	14,081	34,074	34,074
Clubhouse - Facility Janitorial Service	3,250	3,214	2,750	550	3,300	3,214
Pest Control	439	425	314	63	377	425
Contracts-Pools	10,200	10,200	12,050	2,410	14,460	18,000
Telephone/Fax/Internet Services	2,469	3,000	1,760	352	2,112	3,000
Utility - Recreation Facilities	5,779	6,600	5,427	1,173	6,600	6,600
Utility - Fountains	456	3,750	436	3,314	3,750	3,750
R&M-Clubhouse	13,579	10,000	3,232	-	3,232	10,000
R&M-Fountain	396	5,000	9,510	-	9,510	5,000

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

Miscellaneous Mailings		ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	ACTUAL	BUDGET	THRU	AUG-	PROJECTED	BUDGET
ACCOUNT DESCRIPTION	FY 2022	FY 2023	JUL-2023	SEP-2023	FY 2023	FY 2024
R&M-Parking Lots	-	1,500	823	-	823	1,500
R&M-Pools	490	2,500	21,129	21,009	42,138	2,500
Athletic/Park Court/Field Repairs	-	1,500	568	932	1,500	1,500
Amenity Maintenance & Repairs	2,763	5,000	1,563	3,437	5,000	5,000
Facility A/C & Heating Maintenance & Repair	100	1,500	400	500	900	1,500
Security System Monitoring & Maint.	619	2,500	3,780	756	4,536	2,500
Garbage Collection	353	-	-	-	-	-
Entry & Walls Maintenance	2,869	2,000	-	2,000	2,000	2,000
Access Control Maintenance & Repair	4,766	2,500	2,279	456	2,735	2,500
Miscellaneous Expenses	3,655	1,500	1,014	203	1,217	1,500
Office Supplies	-	250	90	160	250	250
Clubhouse - Facility Janitorial Supplies	373	400	121	279	400	400
Facility Supplies	45	1,000	1,131	-	1,131	1,000
Dog Waste Station Service & Supplies	282	240	70	170	240	240
Pool Permits	425	500	450	50	500	500
Total Parks and Recreation - General	74,789	99,153	88,890	51,894	140,784	106,953
TOTAL EXPENDITURES	606,920	745,207	518,673	207,638	725,609	806,254
Excess (deficiency) of revenues						
Over (under) expenditures	143,908	-	241,488	(204,094)	63,114	0
Net change in fund balance	143,908	-	241,488	(204,094)	63,114	(0)
FUND BALANCE, BEGINNING	276,420	420,328	420,328	-	420,328	483,442
FUND BALANCE, ENDING	\$ 420,328	\$ 420,328	\$ 661,816	\$ (204,094)	\$ 483,442	\$ 483,442

**New River
Community Development District**

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2024	\$ 483,442
Net Change in Fund Balance - Fiscal Year 2024	(0)
Reserves - Fiscal Year 2024 Additions	169,200
Total Funds Available (Estimated) - 9/30/2024	652,642

ALLOCATION OF AVAILABLE FUNDS

Operating Reserve		159,263 ⁽¹⁾
<i>Assigned Fund Balance</i>		
Reserves (FY 2022)	109,200	
Reserves (FY 2023 funds spent)	(2,021)	
Reserves (FY 2023)	109,200	
Reserves (FY 2024)	<u>169,200</u>	385,579
Total Allocation of Available Funds		544,842

Total Unassigned (undesignated) Cash	\$ 107,799
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Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2024

REVENUES

Room Rentals

The District earns income through room rentals.

Special Assessments – Tax Collector

The District will levy a Non-Ad Valorem assessment on all assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. This is the portion that will be collected through the Tax Collector.

Special Assessment – CDD Collected: Assessment levied and directly billed by the District for properties not on the tax roll.

Special Assessments – Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 3% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Payroll - Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance plus payroll taxes and fees.

FICA Taxes

Payroll taxes for supervisor salaries are calculated as 7.65% of payroll.

Professional Service - Arbitrage Rebate

The District has an agreement with an American Municipal Tax-Exempt Compliance Corporation to annually calculate the District's Arbitrage Rebate Liability on the Series 2002 and Series 2015A Special Assessment Bonds. The budgeted amount for the fiscal year is based on an existing engagement letter.

Professional Service - Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for board meetings, and other specifically requested assignments.

Professional Service - Legal Services

The District's legal counsel provides general legal services to the District, i.e. attendance and preparation for monthly board meetings, review of operating and maintenance contracts, and other specifically requested assignments.

Professional Service - Management Consulting Services (IMS)

The District receives Management, Accounting, Administrative and Assessment services as part of a Management Agreement with Inframark Infrastructure Management Services. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Budget Narrative
Fiscal Year 2024

Administrative (continued)

Professional Service - Trustee

The District issued Series 2002, 2015A and 2016 Special Assessment Bonds that are deposited with a Trustee to handle all trustee matters. The annual trustee fee budget is increased per a notice from U.S. Bank, the Trustee.

Professional Service - Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with Rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service performed by Inframark – Infrastructure Management Services

Auditing Services

The District is required to conduct an annual audit of its financial records by an independent Certified Public Accounting Firm. Budget is based on an existing engagement letter with Grau & Associates.

Website Hosting

The District's website is maintained by Campus Suite and is charged a fee annually.

Email Maintenance

The District's email maintenance services are provided by Complete IT and are charged on a monthly basis.

Public Officials Insurance

The District's Insurance policy budgeted amount for the fiscal year is based on prior year premiums plus anticipated market adjustments.

Legal Advertising

The District is required to advertise various notices for the monthly Board meetings and other public hearings in a newspaper of general circulation

Miscellaneous Mailings

Postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Miscellaneous Property Tax

The District may pay miscellaneous fees to the County Tax Collector.

Miscellaneous - Assessment Collection Cost

The District reimburses the Pasco County Tax Collector for necessary administrative costs. Per Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater.

Tax Collector/Property Appraiser Fees

The District pays an annual administrative fee to the Property Appraiser of \$150.

Dues, Licenses, Subscriptions

This includes the annual fee of \$175 the District is required to pay to the Department of Economic Opportunity.

Budget Narrative
Fiscal Year 2024

Electric Utility Services

Utility - Irrigation

The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights

The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries

Garbage/Solid Waste Services

Solid Waste Assessment

The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Comb Services

Utility Services

The District will incur water/sewer utility expenditures related to district operations.

Stormwater Control

Stormwater Assessment

The District will incur stormwater assessment fees related to district operations.

Conservation & Wetlands

The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Aquatic Maintenance

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Other Physical Environment

Insurance – Property

The District will incur fees to insure items owned by the District for its property needs.

Insurance – General Liability

The District will incur fees to insure items owned by the District for its general liability needs.

R&M Well Maintenance

The District will incur expenditures related to repairs of the irrigation wells.

Landscape Maintenance

The District will incur expenditures to maintain landscaping of turf, trees, shrubs, etc.

Landscape Replacement

Expenditures related to replacement of turf, trees, shrubs etc.

R&M-Mulch

Replenishment of Mulch as needed within the District.

Budget Narrative
Fiscal Year 2024

Other Physical Environment (continued)

Irrigation Repairs & Replacement

The District will incur expenditures related to repairs of the irrigation systems.

Holiday Decoration

Expenses related to holiday lights and decorations for the public enjoyment.

Utility Deposit Bond

The District may require a bond to ensure utility deposits.

Reserves

The district has established a reserve account to begin building reserves for future improvements.

Contingency

Misc-Contingency

The district may incur expenses not accounted for in other areas.

Road and Street Facilities

Pressure Cleaning

The District may incur expenses related to pressure washing roads, sidewalks and other areas within the District.

R&M Sidewalks

Expenses related to sidewalks located in the right of way of streets the District may own if any.

R&M Street Signs

Expenses related to repair, maintenance and replacement of streets signs located within the District.

Roadway Repair & Maintenance

Expenses related to the repair and maintenance of roadways owned by the District, if any.

Parks and Recreation - General

Payroll – Salaries

The District pays 50% or 20 hours a week of the Share Amenity Personnel Agreement.

Clubhouse - Facility Janitorial Service

Expenses related to the cleaning of the facility and related supplies.

Pest Control

Expenses related to pest control in and around the District facilities.

Contract - Pools

Expenses related to the maintenance of swimming pools and other water features.

Telephone/Fax/Internet Services

The District may incur telephone, fax and internet expenses related to the recreational facilities.

Utility – Recreation Facilities

The District will incur electric utility expenditures for general purposes within the recreation facilities.

Budget Narrative
Fiscal Year 2024

Parks and Recreation – General cont'd

Utility – Fountains

The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

R&M Clubhouse

This item covers the expenses incurred for repair and maintenance of clubhouse facilities.

R&M Fountain

The District may incur expenses related to maintaining the fountains throughout the Parks & Recreational areas.

R&M Parking lots

The District may incur expenses related to maintaining the parking areas within the District.

R&M Pools

Expenses related to the repair of swimming pools and other water features.

Athletic/Park Court/Field Repairs

Expense related to any facilities such as tennis, basketball etc.

Amenity Maintenance & Repairs

Expenses related to the repair and maintenance of amenity facilities not covered in other categories.

Facility A/C & Heating Maintenance & Repairs

Expenses related to HVAC repairs and maintenance in District facilities.

Security System Monitoring & Maintenance

The District has a camera system for the clubhouse.

Entry and Walls Maintenance

The District will incur expenditures to maintain the entry monuments and the fencing.

Access Control Maintenance & Repair

Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Miscellaneous Expenses

Expenses which may not fit into a defined category in this section of the budget.

Office Supplies

The District may have an office in its facilities which require various office related supplies.

Clubhouse – Facility Janitorial Supplies

Expenses related to any janitorial supplies purchased for the District clubhouse.

Facility Supplies

The District may have facilities that required various supplies to operate.

Dog Waste Station Service & Supplies

The District provides and supplies dog waste stations within the District for the residents.

Pool Permits

The District incurs expense for the annual permit on the pool.

New River
Community Development District

Debt Service Budgets
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU JUL-2023	PROJECTED AUG- SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
Interest - Investments	\$ 20	\$ -	\$ 717	\$ -	\$ 717	\$ -
Special Assmnts- Tax Collector	230,014	230,014	237,169	-	237,169	230,014
Special Assmnts- CDD Collected	755,731	760,884	475,394	285,490	760,884	760,884
Special Assmnts - Discounts	(8,823)	(9,201)	(9,312)	-	(9,312)	(9,201)
TOTAL REVENUES	976,942	981,697	703,968	285,490	989,458	981,697
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	3,559	4,600	4,558	-	4,558	4,600
Total Administrative	3,559	4,600	4,558	-	4,558	4,600
<i>Debt Service</i>						
Principal Debt Retirement 2010A-2	265,000	285,000	285,000	-	285,000	285,000
Principal Prepayments 2010A-2	717,088	-	-	-	-	-
Interest Expense 2010A-2	-	415,725	415,725	-	415,725	415,725
Interest Expense 2010B-2	-	286,125	286,125	-	286,125	286,125
Total Debt Service	982,088	986,850	986,850	-	986,850	986,850
TOTAL EXPENDITURES	985,647	991,450	991,408	-	991,408	991,450
Excess (deficiency) of revenues						
Over (under) expenditures	(8,705)	(9,753)	(287,440)	285,490	(1,950)	(9,753)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	(9,753)	-	-	-	(9,753)
TOTAL OTHER SOURCES (USES)	-	(9,753)	-	-	-	(9,753)
Net change in fund balance	(8,705)	(9,753)	(287,440)	285,490	(1,950)	(9,753)
FUND BALANCE, BEGINNING	286,846	278,141	278,141	-	278,141	276,191
FUND BALANCE, ENDING	\$ 278,141	\$ 268,388	\$ (9,299)	\$ 285,490	\$ 276,191	\$ 266,438

AMORTIZATION SCHEDULE

Capital Improvement Revenue Refunding Bonds Series 2010A-2

Date	Bond Balance	Principal	Extraordinary Redemption	Rate	Interest	Total	Annual Debt Service
11/1/2023	6,945,000				199,669	199,669	
5/1/2024	6,945,000	300,000		5.750%	199,669	499,669	699,338
11/1/2024	6,645,000				191,044	191,044	
5/1/2025	6,645,000	320,000		5.750%	191,044	511,044	702,088
11/1/2025	6,325,000				181,844	181,844	
5/1/2026	6,325,000	335,000		5.750%	181,844	516,844	698,688
11/1/2026	5,990,000				172,213	172,213	
5/1/2027	5,990,000	355,000		5.750%	172,213	527,213	699,425
11/1/2027	5,635,000				162,006	162,006	
5/1/2028	5,635,000	375,000		5.750%	162,006	537,006	699,013
11/1/2028	5,260,000				151,225	151,225	
5/1/2029	5,260,000	400,000		5.750%	151,225	551,225	702,450
11/1/2029	4,860,000				139,725	139,725	
5/1/2030	4,860,000	425,000		5.750%	139,725	564,725	704,450
11/1/2030	4,435,000				127,506	127,506	
5/1/2031	4,435,000	450,000		5.750%	127,506	577,506	705,013
11/1/2031	3,985,000				114,569	114,569	
5/1/2032	3,985,000	475,000		5.750%	114,569	589,569	704,138
11/1/2032	3,510,000				100,913	100,913	
5/1/2033	3,510,000	505,000		5.750%	100,913	605,913	706,825
11/1/2033	3,005,000				86,394	86,394	
5/1/2034	3,005,000	535,000		5.750%	86,394	621,394	707,788
11/1/2034	2,470,000				71,013	71,013	
5/1/2035	2,470,000	565,000		5.750%	71,013	636,013	707,025
11/1/2035	1,905,000				54,769	54,769	
5/1/2036	1,905,000	600,000		5.750%	54,769	654,769	709,538
11/1/2036	1,305,000				37,519	37,519	
5/1/2037	1,305,000	635,000		5.750%	37,519	672,519	710,038
11/1/2037	670,000				19,263	19,263	
5/1/2038	670,000	670,000		5.750%	19,263	689,263	708,525
Total		6,945,000			3,619,338	10,564,338	

AMORTIZATION SCHEDULE

Capital Improvement Revenue Refunding Bonds Series 2010B-2

Date	Bond Balance	Principal	Extraordinary Redemption	Rate	Interest	Total	Annual Debt Service
11/1/2023	5,450,000			5.250%	143,063	143,063	
2/1/2024	5,450,000			5.250%	-	-	
5/1/2024	5,450,000			5.250%	143,063	143,063	
8/1/2024	5,450,000			5.250%	-	-	286,125
11/1/2024	5,450,000			5.250%	143,063	143,063	
2/1/2025	5,450,000			5.250%	-	-	
5/1/2025	5,450,000	270,000		5.250%	143,063	413,063	
8/1/2025	5,180,000			5.250%	-	-	556,125
11/1/2025	5,180,000			5.250%	135,975	135,975	
2/1/2026	5,180,000			5.250%	-	-	
5/1/2026	5,180,000	285,000		5.250%	135,975	420,975	
8/1/2026	4,895,000			5.250%	-	-	556,950
11/1/2026	4,895,000			5.250%	128,494	128,494	
2/1/2027	4,895,000			5.250%	-	-	
5/1/2027	4,895,000	300,000		5.250%	128,494	428,494	
8/1/2027	4,595,000			5.250%	-	-	556,988
11/1/2027	4,595,000			5.250%	120,619	120,619	
2/1/2028	4,595,000			5.250%	-	-	
5/1/2028	4,595,000	315,000		5.250%	120,619	435,619	
8/1/2028	4,280,000			5.250%	-	-	556,238
11/1/2028	4,280,000			5.250%	112,350	112,350	
2/1/2029	4,280,000			5.250%	-	-	
5/1/2029	4,280,000	335,000		5.250%	112,350	447,350	
8/1/2029	3,945,000			5.250%	-	-	559,700
11/1/2029	3,945,000			5.250%	103,556	103,556	
2/1/2030	3,945,000			5.250%	-	-	
5/1/2030	3,945,000	350,000		5.250%	103,556	453,556	
8/1/2030	3,595,000			5.250%	-	-	557,113
11/1/2030	3,595,000			5.250%	94,369	94,369	
2/1/2031	3,595,000			5.250%	-	-	
5/1/2031	3,595,000	370,000		5.250%	94,369	464,369	
8/1/2031	3,225,000			5.250%	-	-	558,738
11/1/2031	3,225,000			5.250%	84,656	84,656	
2/1/2032	3,225,000			5.250%	-	-	
5/1/2032	3,225,000	390,000		5.250%	84,656	474,656	
8/1/2032	2,835,000			5.250%	-	-	559,313
11/1/2032	2,835,000			5.250%	74,419	74,419	
2/1/2033	2,835,000			5.250%	-	-	
5/1/2033	2,835,000	410,000		5.250%	74,419	484,419	
8/1/2033	2,425,000			5.250%	-	-	558,838
11/1/2033	2,425,000			5.250%	63,656	63,656	
2/1/2034	2,425,000			5.250%	-	-	
5/1/2034	2,425,000	435,000		5.250%	63,656	498,656	
8/1/2034	1,990,000			5.250%	-	-	562,313
11/1/2034	1,990,000			5.250%	52,238	52,238	
2/1/2035	1,990,000			5.250%	-	-	
5/1/2035	1,990,000	460,000		5.250%	52,238	512,238	
8/1/2035	1,530,000			5.250%	-	-	564,475
11/1/2035	1,530,000			5.250%	40,163	40,163	
2/1/2036	1,530,000			5.250%	-	-	
5/1/2036	1,530,000	485,000		5.250%	40,163	525,163	
8/1/2036	1,045,000			5.250%	-	-	565,325
11/1/2036	1,045,000			5.250%	27,431	27,431	
2/1/2037	1,045,000			5.250%	-	-	
5/1/2037	1,045,000	510,000		5.250%	27,431	537,431	
8/1/2037	535,000			5.250%	-	-	564,863
11/1/2037	535,000			5.250%	14,044	14,044	
2/1/2038	535,000			5.250%	-	-	
5/1/2038	535,000	535,000		5.250%	14,044	549,044	563,088
Total		5,450,000			2,676,188	8,126,188	

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU JUL-2023	PROJECTED AUG- SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
Interest - Investments	\$ 566	\$ -	\$ 3,957	\$ -	\$ 3,957	\$ -
Special Assmnts- Tax Collector	238,147	238,147	230,014	-	230,014	238,147
Special Assmnts - Prepayment	10,719	-	-	-	-	-
Special Assmnts - Discounts	(9,135)	(9,526)	(9,031)	-	(9,031)	(9,526)
TOTAL REVENUES	240,297	228,621	224,940	-	233,971	238,147
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	3,742	4,763	4,420	-	4,420	4,763
Total Administrative	3,742	4,763	4,420	-	4,420	4,763
<i>Debt Service</i>						
Principal Debt Retirement	135,000	125,000	135,100	-	135,100	125,000
Principal Prepayments	95,925	-	-	-	-	-
Interest Expense	-	91,762	91,013	-	91,013	91,763
Total Debt Service	230,925	216,762	226,113	-	226,113	216,763
TOTAL EXPENDITURES	234,667	221,525	230,533	-	230,533	221,525
Excess (deficiency) of revenues Over (under) expenditures	5,630	7,096	(5,593)	-	3,438	16,622
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	7,096	-	-	-	16,622
TOTAL OTHER SOURCES (USES)	-	7,096	-	-	-	16,622
Net change in fund balance	5,630	7,096	(5,593)	-	3,438	16,622
FUND BALANCE, BEGINNING	163,068	168,698	168,698	-	168,698	172,136
FUND BALANCE, ENDING	\$ 168,698	\$ 175,794	\$ 163,105	\$ -	\$ 172,136	\$ 188,758

AMORTIZATION SCHEDULE

Special Assessment Refunding Bonds, 2020A-1 Senior

Period Ending	Bond Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2023	2,290,000			40,075	40,075	
5/1/2024	2,290,000	120,000	3.500%	40,075	160,075	200,150
11/1/2024	2,170,000			37,975	37,975	
5/1/2025	2,170,000	125,000	3.500%	37,975	162,975	200,950
11/1/2025	2,045,000			35,788	35,788	
5/1/2026	2,045,000	125,000	3.500%	35,788	160,788	196,575
11/1/2026	1,920,000			33,600	33,600	
5/1/2027	1,920,000	130,000	3.500%	33,600	163,600	197,200
11/1/2027	1,790,000			31,325	31,325	
5/1/2028	1,790,000	135,000	3.500%	31,325	166,325	197,650
11/1/2028	1,655,000			28,963	28,963	
5/1/2029	1,655,000	140,000	3.500%	28,963	168,963	197,925
11/1/2029	1,515,000			26,513	26,513	
5/1/2030	1,515,000	145,000	3.500%	26,513	171,513	198,025
11/1/2030	1,370,000			23,975	23,975	
5/1/2031	1,370,000	150,000	3.500%	23,975	173,975	197,950
11/1/2031	1,220,000			21,350	21,350	
5/1/2032	1,220,000	155,000	3.500%	21,350	176,350	197,700
11/1/2032	1,065,000			18,638	18,638	
5/1/2033	1,065,000	160,000	3.500%	18,638	178,638	197,275
11/1/2033	905,000			15,838	15,838	
5/1/2034	905,000	170,000	3.500%	15,838	185,838	201,675
11/1/2034	735,000			12,863	12,863	
5/1/2035	735,000	175,000	3.500%	12,863	187,863	200,725
11/1/2035	560,000			9,800	9,800	
5/1/2036	560,000	180,000	3.500%	9,800	189,800	199,600
11/1/2036	380,000			6,650	6,650	
5/1/2037	380,000	185,000	3.500%	6,650	191,650	198,300
11/1/2037	195,000			3,413	3,413	
5/1/2038	195,000	195,000	3.500%	3,413	198,413	201,825
Total		2,290,000		693,525	2,983,525	2,983,525

AMORTIZATION SCHEDULE

Subordinate Capital Improvement Revenue Refunding Bonds, Series 2020A-1

Period Ending	Bond Balance	Principal	Extraordinary Redemption	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2023	195,000				3,638	3,638	
5/1/2024	195,000	10,000		3.13%	3,638	13,638	17,275
11/1/2024	185,000				3,481	3,481	
5/1/2025	185,000	10,000		3.13%	3,481	13,481	16,963
11/1/2025	175,000				3,325	3,325	
5/1/2026	175,000	10,000		3.50%	3,325	13,325	16,650
11/1/2026	165,000				3,150	3,150	
5/1/2027	165,000	10,000		3.50%	3,150	13,150	16,300
11/1/2027	155,000				2,975	2,975	
5/1/2028	155,000	10,000		3.50%	2,975	12,975	15,950
11/1/2028	145,000				2,800	2,800	
5/1/2029	145,000	10,000		3.50%	2,800	12,800	15,600
11/1/2029	135,000				2,625	2,625	
5/1/2030	135,000	15,000		3.50%	2,625	17,625	20,250
11/1/2030	120,000				2,363	2,363	
5/1/2031	120,000	15,000		3.50%	2,363	17,363	19,725
11/1/2031	105,000				2,100	2,100	
5/1/2032	105,000	15,000		4.00%	2,100	17,100	19,200
11/1/2032	90,000				1,800	1,800	
5/1/2033	90,000	15,000		4.00%	1,800	16,800	18,600
11/1/2033	75,000				1,500	1,500	
5/1/2034	75,000	15,000		4.00%	1,500	16,500	18,000
11/1/2034	60,000				1,200	1,200	
5/1/2035	60,000	15,000		4.00%	1,200	16,200	17,400
11/1/2035	45,000				900	900	
5/1/2036	45,000	15,000		4.00%	900	15,900	16,800
11/1/2036	30,000				600	600	
5/1/2037	30,000	15,000		4.00%	600	15,600	16,200
11/1/2037	15,000				300	300	
5/1/2038	15,000	15,000		4.00%	300	15,300	15,600
Total		195,000	0		65,513	260,513	260,513

Budget Narrative
Fiscal Year 2024

REVENUES

Interest-Investments

The District earns interest income on their trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the debt service expenditures during the Fiscal Year.

Special Assessments-CDD Collected

The District will directly bill for assessments due on parcels not placed on the tax roll.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Miscellaneous-Assessment Collection Cost

The District reimburses the Osceola County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement

Principal payments due on the series 2010 and series 2020 bonds.

Interest Expense

Interest payments due on the series 2010 and series 2020 bonds.

New River
Community Development District

Supporting Budget Schedules
Fiscal Year 2024

Comparison of Assessment Rates
Fiscal Year 2024 vs. Fiscal Year 2023

	LOT SIZE	Units	EAU	TOTAL	% TOTAL	General Fund 001			2020A-1 DEBT SERVICE			2010A-2 DEBT SERVICE			2010B-2 DEBT SERVICE			Total		
				EAU's	EAU's	FY 2024	FY 2023	% Change	FY 2024	FY 2023	% Change	FY 2024	FY 2023	% Change	FY 2024	FY 2023	% Change	FY 2024	FY 2023	% Change
				PLATTED UNITS																
Cypress Parcel D	Single Family 45'	95	1.00	95.00	12.93%	\$1,144.65	\$1,057.77	8.2%	\$644.00	\$644.00	0.0%	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$1,788.65	\$1,701.77	5.1%
Cypress Parcel D	Single Family 55'	161	1.18	189.98	25.86%	\$1,350.69	\$1,248.16	8.2%	\$759.00	\$759.00	0.0%	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$2,109.69	\$2,007.16	5.1%
Cypress Parcel D	Single Family 65'	56	1.52	85.12	11.59%	\$1,739.87	\$1,607.81	8.2%	\$978.00	\$978.00	0.0%	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$2,717.87	\$2,585.81	5.1%
Hawthorne Parcel E1	Townhome	52	0.73	37.96	5.17%	\$835.60	\$772.17	8.2%	\$0.00	\$0.00	n/a	\$675.00	\$675.00	0.0%	\$535.00	\$535.00	0.0%	\$2,045.60	\$1,982.17	3.2%
Hawthorne Parcel E1	Single Family 45'	66	1.00	66.00	8.98%	\$1,144.65	\$1,057.77	8.2%	\$0.00	\$0.00	n/a	\$925.00	\$925.00	0.0%	\$734.00	\$734.00	0.0%	\$2,803.65	\$2,716.77	3.2%
Hawthorne Parcel E1	Single Family 55'	35	1.18	41.30	5.62%	\$1,350.69	\$1,248.16	8.2%	\$0.00	\$0.00	n/a	\$1,092.00	\$1,092.00	0.0%	\$866.00	\$866.00	0.0%	\$3,308.69	\$3,206.16	3.2%
Parcel F	Single Family 40'	25	1.00	25.00	3.40%	\$1,144.65	\$1,057.77	8.2%	\$0.00	\$0.00	n/a	\$1,098.85	\$1,098.85	0.0%	\$734.00	\$734.00	0.0%	\$2,977.50	\$2,890.62	3.0%
Parcel F	Single Family 50'	50	1.18	59.00	8.03%	\$1,350.69	\$1,248.16	8.2%	\$0.00	\$0.00	n/a	\$1,296.64	\$1,296.64	0.0%	\$866.00	\$866.00	0.0%	\$3,513.33	\$3,410.81	3.0%
Parcel F	Single Family 60'	2	1.52	3.04	0.41%	\$1,739.87	\$1,607.81	8.2%	\$0.00	\$0.00	n/a	\$1,670.25	\$1,670.25	0.0%	\$1,115.00	\$1,115.00	0.0%	\$4,525.11	\$4,393.05	3.0%
UNPLATTED UNITS																				
Parcel E-2	Commercial	187	0.90	132.25	18%	\$1,030.19	\$951.99	8.2%	\$0.00	\$0.00	n/a	\$201.32	\$201.32	0.0%	\$264.00	\$264.00	0.0%	\$1,495.51	\$1,417.31	5.5%
Parcel E-2	Live/Work	37	0.90			\$1,030.19	\$951.99	8.2%	\$0.00	\$0.00	n/a	\$201.32	\$201.32	0.0%	\$264.00	\$264.00	0.0%	\$1,495.51	\$1,417.31	5.5%
Parcel E-2	Multifamily	1346	0.90			\$1,030.19	\$951.99	8.2%	\$0.00	\$0.00	n/a	\$201.32	\$201.32	0.0%	\$264.00	\$264.00	0.0%	\$1,495.51	\$1,417.31	5.5%
Parcel E-2	Townhome	168	0.90			\$1,030.19	\$951.99	8.2%	\$0.00	\$0.00	n/a	\$408.22	\$408.22	0.0%	\$535.00	\$535.00	0.0%	\$1,973.41	\$1,895.21	4.1%
Parcel E-2	Villa	44	0.90			\$1,030.19	\$951.99	8.2%	\$0.00	\$0.00	n/a	\$436.19	\$436.19	0.0%	\$572.00	\$572.00	0.0%	\$2,038.38	\$1,960.18	4.0%
Parcel E-2	Single Family 40'	181	0.90			\$1,030.19	\$951.99	8.2%	\$0.00	\$0.00	n/a	\$559.21	\$559.21	0.0%	\$734.00	\$734.00	0.0%	\$2,323.40	\$2,245.20	3.5%
		2505		734.65	100%															

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors (“**Board**”) of the New River Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2022-2023 and/or revised projections for fiscal year 2023-2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the

New River Community Development District for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024”.

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$_____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$_____
Total Debt Service Funds	\$_____
Total All Funds*	\$_____

*Not inclusive of any collection costs or early payment discounts.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 18, 2023.

Attested By:

**New River
Community Development District**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Adopted Budget

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the New River Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in Pasco County, Florida (“**County**”);

WHEREAS, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2023-2024 attached hereto as **Exhibit A (“FY 2023-2024 Budget”)** and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2023-2024 Budget;

WHEREAS, the provision of the activities described in the FY 2023-2024 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2023-2024 Budget (“**O&M Assessments**”);

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2023-2024 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

WHEREAS, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2023-2024 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2023-2024 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2023-2024 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
- b. **Direct Bill for Certain Debt Assessments.**
 - i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
 - ii. Debt Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 1. For the District’s 2010A-2 Debt Assessments

- a. 70% due no later than April 15th and
 - b. 30% due no later than September 1st.
 - 2. For the District's 2010B-2 Debt Assessments
 - a. 50% due no later than April 15th and
 - b. 50% due no later than September 1st.
 - iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2023-2024 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
 - iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **Direct Bill for Certain O&M Assessments.**
- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
 - ii. O&M Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 - 1. 50% due no later than December 1, 2023
 - 2. 25% due no later than February 1, 2024
 - 3. 25% due no later than May 1, 2024
 - iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.
- d. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

Section 8. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 9. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 18, 2023.

Attested By:

**New River
Community Development District**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Budget

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2023, by:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and whose address is c/o Inframark, LLC, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (**“Grantor”** or **“District”**), and

AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and whose address is 5322 Primrose Lake Circle, Suite C, Tampa, Florida 33647 (**“Grantee”** or **“Association”**).

WITNESS

WHEREAS, Grantor is the owner in fee simple of certain real property located in Pasco County, Florida, and more particularly described in **Exhibit A (“Property”)**; and

WHEREAS, for the benefit of Grantee and its landowners and residents, Grantee desires to access and maintain certain stormwater, hardscape, landscape, and irrigation improvements located within the Property (**“Improvements”**); and

WHEREAS, Grantor agrees to grant to Grantee an easement through the Property for the purposes of Grantee maintaining the Improvements located thereupon; and

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. GRANT OF NON-EXCLUSIVE EASEMENT. Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Grantee, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, easements for ingress and egress over, upon and across the Property, together with the rights but not the obligation to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for the Improvements now or hereafter located on the Property.

3. INCONSISTENT USE. Grantor agrees and covenants that it shall not exercise any rights in the Property inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. THIRD PARTY BENEFICIARIES. The Avalon Park West Community Development District (**“District”**) is a third party beneficiary to this Agreement. The District shall have all the rights of the Grantee under this Agreement including third party enforcement rights.

5. BINDING EFFECT. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and

shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Property.

6. TERMINATION. At any time, either party may terminate this Agreement for any or no reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate.

7. DEFAULT. A default or termination by either party under this Agreement shall only entitle the other party to terminate this Agreement, and, in connection with any default hereunder, both parties hereto waive and release the other party from any and all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

8. NOTICES. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its real property rights under this Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

10. CONTROLLING LAW; VENUE. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. PUBLIC RECORDS. The Grantee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Grantee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Grantee acknowledges that the designated public records custodian for the District is its District Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Grantee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Grantee does not transfer the records to the Public Records Custodian

of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grantee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Grantee, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O MARK VEGA, INFRAMARK, LLC, 5322 PRIMROSE LAKE CIRCLE, SUITE C, TAMPA, FLORIDA 3364, PHONE (954)603-0033, AND E-MAIL MARK.VEGA@INFRAMARK.COM.

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

13. BINDING EFFECT. This Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Property.

14. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto. Any amendments to this Agreement that materially affects the rights of the District as defined herein must be approved in writing by the District.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

17. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and District caused this Agreement to be executed, effective as of the day and year first written above.

WITNESSES

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE OF AGREEMENT]

WITNESSES

AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of **AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A

The Property consists of the tract identified in the picture below, and located adjacent to River Glen Boulevard:



SOLITUDE

LAKE MANAGEMENT



New River CDD Waterway Inspection Report

Reason for Inspection: Monthly required

Inspection Date: 2023-08-04

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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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

The water level is back up and the site has some seasonal, shoreline weed growth along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



3

Comments:

Site looks good

The site remains 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 contains a lot of primrose regrowth and the perimeter has some alligatorweed and torpedograss growing.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



5

Comments:

Normal growth observed

The site is full again but now contains a dark brown algae bloom that covers most of the surface acreage.

Action Required:

Routine maintenance next visit

Target:

Surface algae



6

Comments:

Normal growth observed

Most of the seabania in the previous dry area is in decay but may require another herbicide application for full control.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 7

Comments:

Site looks good

The site remains in good condition with minimal nuisance weed growth.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 8

Comments:

Site looks good

The site has some seasonal growth but is mostly in good condition."

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 9

Comments:

Normal growth observed

There is some seasonal shoreline weed growth along the perimeter including torso grass, South Indian marsh grass and primrose.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 10

Comments:

Normal growth observed
Some floating duckweed is blooming along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Duckweed



Management Summary

After a long time of the sites being low with exposed bank, most of the ponds are at or near the high watermark. This can bring in some issues as nutrients are washed into the basin and shoreline weed growth from turf is triggered. So we see a few sites with algae and a few with some shoreline weeds issues.

Sites 5 has some algae. A pretty large swath covering the surface area of the pond. This has been an issue on and off for a while so it may benefit from something like a granular algaecide.

Sites 2, 4, 6 & 9 all had some seasonal shoreline weed growth along the perimeter. Most of it torpedograss and pennywort except for site 9 which we see a lot more primrose and South Indian Marsh Grass.

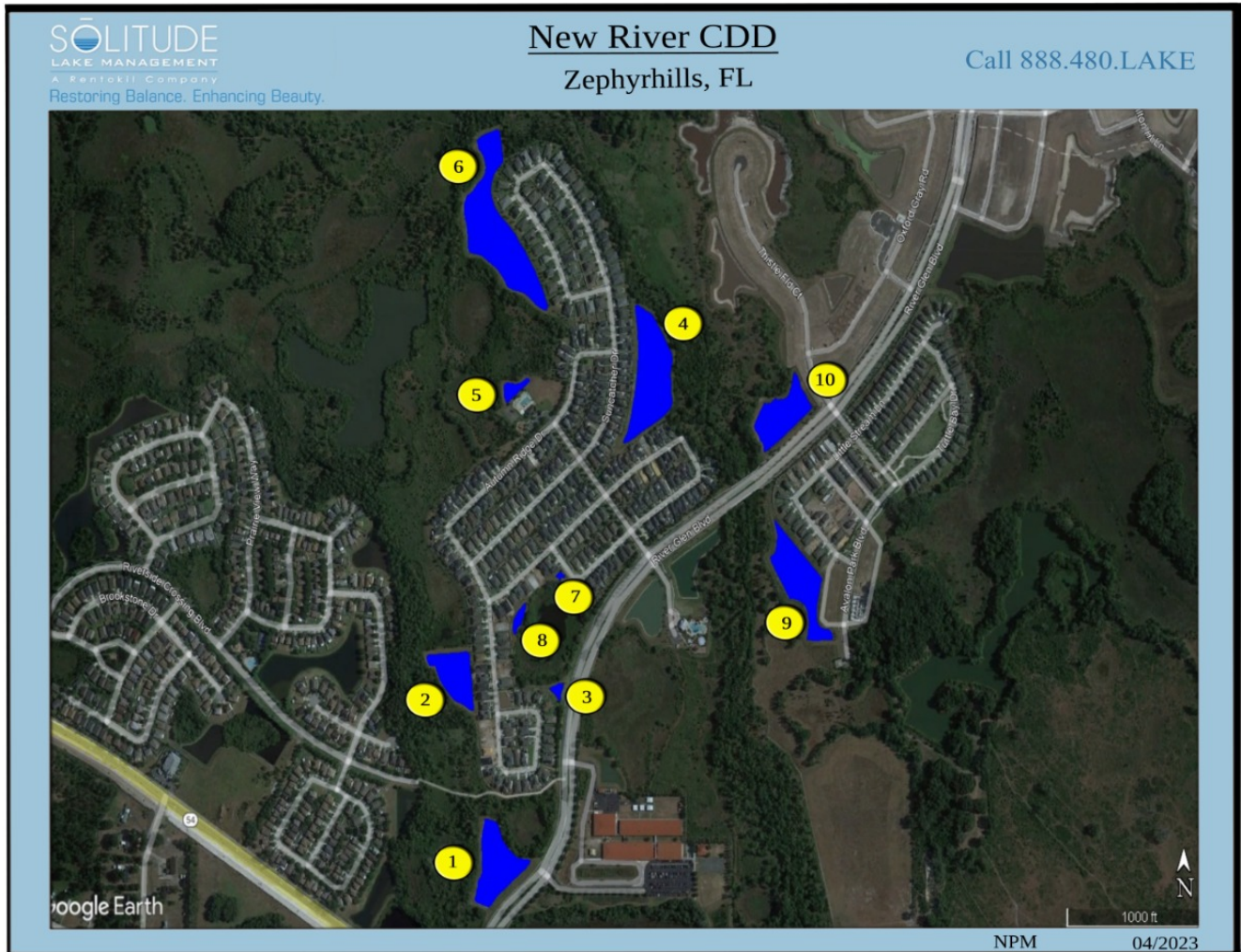
Lastly, site 10 has a band of duckweed along the perimeter that will require an herbicide application for control.

Thank You For Choosing SOLitude Lake Management!

New River CDD Waterway Inspection Report

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2023-08-04

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	Normal growth observed	Surface algae	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	Duckweed	Routine maintenance next visit



SERVICES CONTRACT

CUSTOMER NAME: New River CDD

SUBMITTED TO: Mark Vega

CONTRACT EFFECTIVE DATE: August 1, 2023, through July 31, 2024

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal for Ten (10) Ponds (13.28 acres)

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$8,592.00**. SOLitude shall invoice Customer the total of **\$716.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



date for subsequent twelve (12) month terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

New River CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Please Mail All Contracts to:

***2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453***

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SCHEDULE A - SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Water Quality Monitoring:

1. Pond water samples will be taken and tested **one (1) time per year** for the following parameters:
Temperature Dissolved Oxygen
pH
1. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.

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2. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Trash Removal:

1. Trash will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992



NEW RIVER COMMUNITY DEVELOPMENT DISTRICT WATERWAY INSPECTION REPORT & PROPOSAL

WATERWAY INSPECTION:

INSPECTION DATE: 07/27/2023
TEMPERATURE 95 DEG, WIND 5-10MPH
WATER LEVELS NORMAL

PREPARED FOR:
NEW RIVER
COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:
TAD ROMAN, SENIOR ENVIRONMENTAL CONSULTANT

www.aquaticweedcontrol.net
troman@aquaticweedcontrol.net

6536 Pinecastle Blvd. Suite A, Orlando, FL. 32809

Locations in: Orlando, Clearwater/Tampa, Fort Myers and Daytona Beach

1-(800)-543-6694



Aquatic Weed Control, Inc.

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New River Community Development District
 c/o Inframark
 2005 Pan Am Cir. Unit 120
 Tampa, FL 33066
 Attn: New River board and Mark Vega CDD District Manager

Dear Northwood CDD & Management,

Thank you for the opportunity to submit our proposal for the management of your Stormwater ponds at New River Community Development District. Aquatic Weed Control, Inc. is a Florida based company and has been in the waterway management business for over 30 years. We care for many of the finest golf courses, commercial properties and residential communities in Florida. Most of our Business has come to us by referrals from satisfied customers. When you decide to choose Aquatic Weed Control, Inc. as your service provider, you will be hiring a science based, customer first company that is serious about caring for your ponds. We are on the cutting edge in our approach to weed control, water quality and littoral maintenance. Aquatic Weed Control, Inc. also offers consulting services to help design and create living shorelines of plants native to Florida. Our entire team at Aquatic Weed Control will work diligently to earn your trust and transform your ponds into beautiful assets of which you will be proud. We look forward to working with you.

Sincerely,

Tad Roman,
 Environmental Consultant
www.Aquaticweedcontrol.net
Troman@aquaticweedcontrol.net
 6536 Pinecastle Blvd. Suite A
 Orlando, Fl. 32809
 Locations in: Orlando, Fort Myers, Daytona Bch., and Clearwater/Tampa
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Waterway inspection Report / Page 4

SITE ASSESSMENTS

Pond 1



Comments: Looked good.

Pond 2



Comments: Observed minor algae and pennywort along shoreline.



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Waterway Inspection Report / Page 5

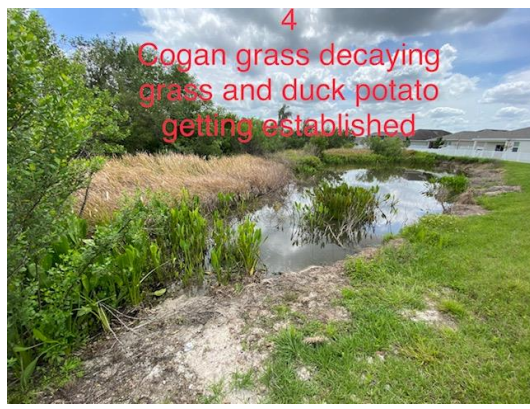
SITE ASSESSMENTS

Pond 3



Comments: Looked good.

Pond 4



Comments: Observed cogon grass decaying, duck potato getting established.



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Waterway Inspection Report / Page 6

SITE ASSESSMENTS

Pond 5



Comments: Looked good.

Pond 6



Comments: looked good.



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Waterway Inspection Report / Page 7

SITE ASSESSMENTS

Pond 7



Comments: Sprouting arrowhead, minor torpedo grass and alligator weed.

Pond 8



Comments: Looked good.



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Waterway Inspection Report / Page 8

SITE ASSESSMENTS

Pond 9



Comments: Observed filamentous algae, scirpus and cattails.

Pond 10



Comments: Minor brush.



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RECOMMENDATIONS / ACTION ITEMS

- *Implement a routine maintenance program with monthly inspections reports.*
- *Implement a monthly trash removal program.*
- *Monitor all ponds for Algae growth and target on contact.*
- *Treat all sites for invasive shoreline weeds.*
- *Monitor and target Algae and scurpis in Pond #9.*
- *Target the algae in ponds 2, 7 and 9.*
- *Target the torpedo grass in pond 7.*
- *Target the cogon grass in pond 4.*

www.aquaticweedcontrol.net

troman@aquaticweedcontrol.net

6536 Pinecastle Blvd. Suite A, Orlando, FL. 32809

Locations in: Orlando, Clearwater/Tampa, Fort Myers and Daytona Beach

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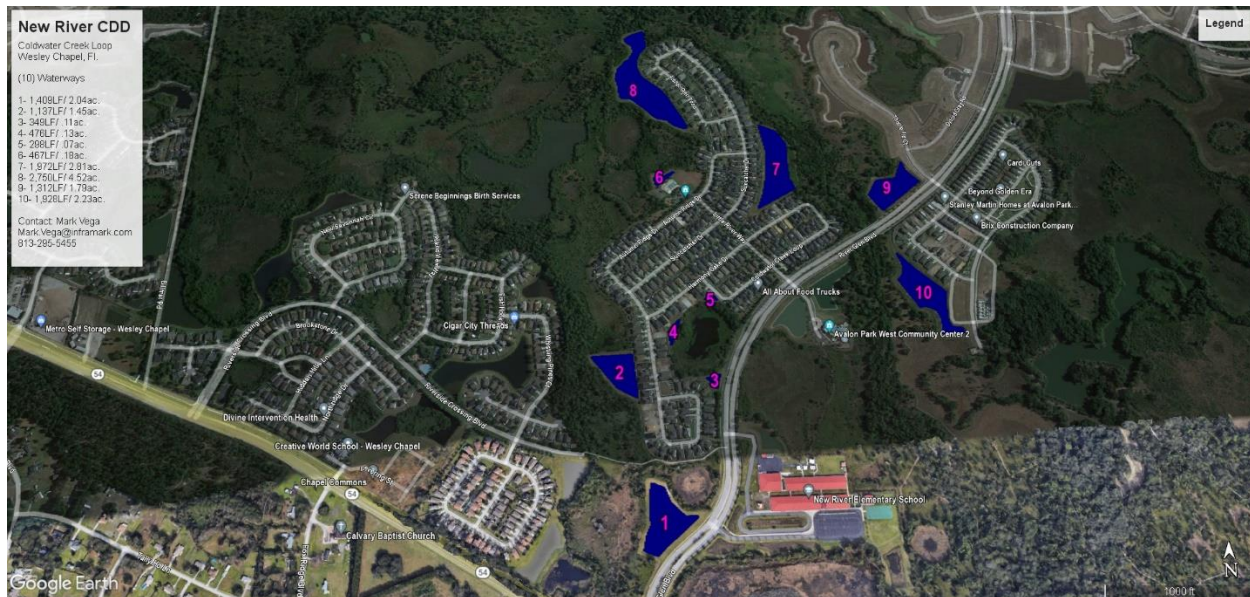


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Waterway Site Map

(10) Waterways approximately 12,095 Linear feet & 22.26 acres



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THIS AGREEMENT made the dates set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter "AWC", and

New River CDD
5227 Autumn Ridge Drive
2654 Cypress Ridge Blvd.
Wesley Chapel, FL 33545
Mark Vega 813-295-5455 Mark.Vega@inframark.com

09/01/2023 - 08/30/2024

Hereinafter called "CUSTOMER". The parties agree to as follows:

AWC agrees to maintain the following fifteen (10) ponds with a total shoreline of approximately 12,095 linear feet and 22.26 acres located at New River Community Development District in Wesley Chapel, Florida in accordance with the terms and conditions of this agreement.

CUSTOMER agrees to pay AWC in the following amount and manner:

- Initial startup charge	\$ N / A
- Shoreline grass and brush control	\$ 1,088.00 (monthly)
- Submersed and floating vegetation control	\$ Included
- Periodic water testing as required by AWC	\$ Included
- Additional treatments as required by AWC	\$ Included
- A monthly report of all waterways treated	\$ Included

Total monthly investment: **\$ 1,088.00**

Invoices for this service will be mailed each month the treatment is scheduled. Invoices should be paid before the due date. Unpaid invoices will accrue interest at 1.5% per month.

AWC maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 3 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Tad Ramsey

Aquatic Weed Control, Inc.

Customer's Signature Title

Print Signature Date

Print Company Name

P.O. Box 593258 • Orlando, FL 32859 • 407-859-2020 • 800-593-6694 • Aquaticweedcontrol.net



Aquatic Weed Control, Inc.

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1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER's responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER's failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government-imposed tax including sales tax.
12. AWC is registered with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

Ted Rouse

Aquatic Weed Control, Inc

Customer's Signature Date

P.O. Box 593258 • Orlando, FL 32859 • 407-859-2020 • 800-593-6694 • Aquaticweedcontrol.net



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

New River CDD & Management

***THANK YOU FOR YOUR TIME AND YOUR
CONSIDERATION!***



Aquatic Weed Control, Inc

Tad Roman

407-402-3309

Troman@aquaticweedcontrol.net

Aleksey Solano

Operations manager

813-220-9069

ASolano@aquaticweedcontrol.net

For more information on AWC please visit:

www.Aquaticweedcontrol.net



Waterway Management Proposal

For

New River CDD

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail – Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621



August 8, 2023

New River CDD
5227 Autumn Ridge Drive,
Wesley Chapel, FL 33545
Attn: Mr. Mark Vega, District Manager

Dear Mark,

Thank you for the opportunity to submit our proposal for the management of your Stormwater ponds at New River CDD.

Advanced Aquatic is a Florida based company and has been in the waterway management business for 32 years. We care for many of the finest golf courses, commercial properties and residential communities in Florida. Most of our Business has come to us by referrals from satisfied customers. When you decide to choose Advanced Aquatic as your service provider, you will be hiring a science based, customer first company that is serious about caring for your ponds.

We are on the cutting edge in our approach to weed control, water quality and littoral maintenance. Advanced Aquatic also offers consulting services to help design and create living shorelines of plants native to Florida. Our entire team at Advanced Aquatic will work diligently to earn your trust and transform your ponds into beautiful assets of which you will be proud. We look forward to working with you.

Sincerely,

Doug Agnew

Doug Agnew,
Senior Environmental Consultant

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621



Our Philosophy Regarding Management of Natural Resources & Customer Relationship

The vision and management philosophy of Advanced Aquatic Services, Inc. (AAS) is based on **Responsible Environmental Stewardship**. Our sustainability goal is to use alternative methods of control whenever possible to reduce overall herbicide use in lakes and ponds and provide a balanced ecosystem for our customers.

Advanced Aquatic Services offers environmentally sound management plans to provide solutions for healthy and aesthetically pleasing waterways. AAS is a Future Forward Organization continually seeking contemporary innovations and strategies to enhance a sustainable future that leads to environmental, social, and economic improvements in the communities where we work.

Our science-based strategy to target the source of problematic lake & pond issues is outlined in our innovative environmental management plans—

- Perform strategic water quality analysis on site by AAS Biologists to identify and diagnose any underlying ecological concerns.
- Recommendation of bottom diffused aeration technology to aide in naturally reducing nutrient levels, thereby reducing algal blooms and the frequency and intensity of herbicide applications, all while improving water quality and enhancing fisheries.
- Utilization of beneficial bacteria and enzymes to naturally improve water quality, water clarity and reduce bottom organic sediment (muck).
- Stocking of sterile triploid grass carp to aide in naturally controlling submersed aquatic weeds, thereby lowering the reliance upon aquatic herbicides.
- Use of sequestering agents (i.e., Alum) to lower nutrient levels with the purpose of reducing the severity and recurrence of algal blooms.
- Lake/Pond Shading applications to diminish sunlight penetrating to a lake & pond bottom region. Helps to reduce overall algae and aquatic weed growth.
- Creation of “Living Shorelines” of native aquatic plants to filter surface run-off of excess nutrients such as Nitrogen and Phosphorus. These valuable native plants will also provide wildlife habitats, aide in shoreline erosion control and enhance environmental aesthetics.

Employing state-of-the-art equipment, technology, and techniques allows AAS to provide proactive and sustainable solutions to the most challenging water quality concerns. **Most importantly, our “Customer First” philosophy to client service and satisfaction is a vital part of the foundation of AAS.**

At AAS, customer first is defined as 1- Always carefully *identifying* and *listening* to the goals and expectations of our customers. 2- *Crafting* everything we do with focus upon customers goals and expectations. 3- *Maximizing* communication with all customers so that we can be as proactive as possible with all recommendations. 4- *Responding* to all customer requests/phone calls/emails within 24 hrs.

Simply summarized, AAS places customers first in all our considerations and we treat all people the way we would like to be treated.

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621

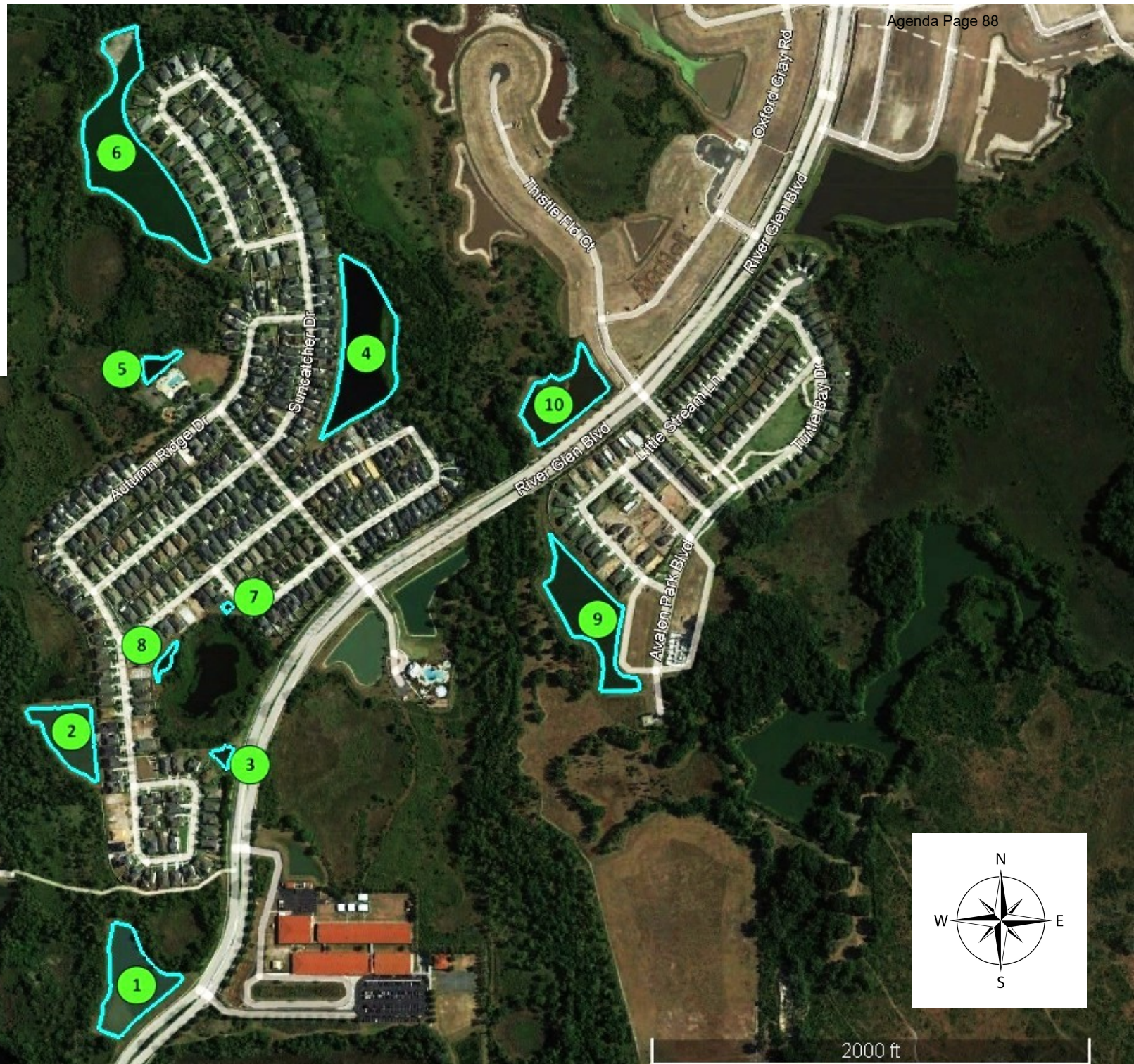


New River CDD

Key:

 Pond Perimeter

 Pond





New River CDD

Wesley Chapel, FL

Pond #1



Pond #2



Pond #3





New River CDD

Wesley Chapel, FL

Pond #4



Pond #4



Pond #5





New River CDD

Wesley Chapel, FL

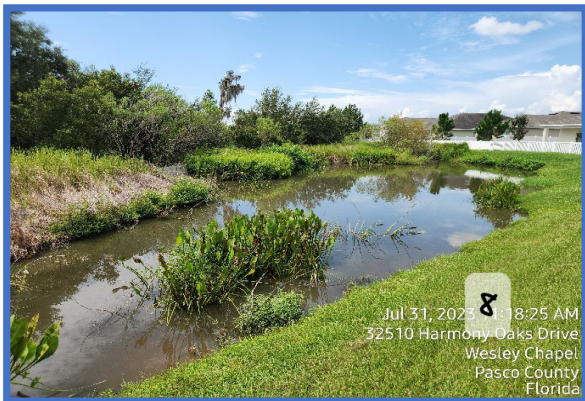
Pond #6



Pond #7



Pond #8



Pond #9





New River CDD

Wesley Chapel, FL

Pond #10



Pond #10





WATERWAY CHART

Client: New River CDD

Survey Date: August 2023

WATERWAY	PERIMETER:	ACREAGE:
Pond 1	1,444'	2.20
Pond 2	1,121'	1.42
Pond 3	339'	0.12
Pond 4	1,983'	3.54
Pond 5	526'	0.26
Pond 6	2,796'	4.84
Pond 7	162'	0.01
Pond 8	455'	0.14
Pond 9	1,970'	2.51
Pond 10	1,326'	1.88
<u>Total:</u> 10	12,122'	16.92

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lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621



REFERENCES

Bexley CDD	Bill Berthold	813-994-1001
Meadow Pointe IV CDD	Daryl Adams	813-933-5571
Reserve at Pradera CDD	Christina Newsome	813-533-2950
Highlands CDD	Jennifer Goldyn	813-652-2454
Riverbend West CDD	Bryan Schaub	813-533-5581
Copperstone CDD	Christina Newsome	813-533-2950
North River Ranch District	Pete Williams	813-625-4082
Heritage Lake - New Port Richey	Ray Geroux	727-376-0021
Villa Rosa	Katy Ricabel	813-600-1100
Villages of Bayport - Tampa	Jeannie Spencer	813-855-1051
Lansbrook Master Assoc.	Ed Anderson	727-943-7076
Bayou Club Community Association	Marty Burke	727-399-9672
Feather Sound Country Club	Mike Strube	727-433-4552
Carillon Park - Clearwater	Thomas White	727-290-9276
Brighton Bay - St. Petersburg	Dee Dee Rodriguez	727-799-8982
Placido Bayou - St. Petersburg	Fran Stifel	727-525-1147
Ventura Bay - Riverview	Mary Fritzler	727-451-7900

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail – Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621



Proposal Date: 8/2/2023

ENVIRONMENTAL SERVICES AGREEMENT

This agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

New River CDD
5227 Autumn Ridge Drive,
Wesley Chapel, FL 33545

hereinafter called "CUSTOMER". The parties hereto agree as follows:

- 1) AAS, Inc. agrees to manage ten (10) ponds with a total shoreline of approximately 12,122 linear feet located at New River CDD in Wesley Chapel, Florida.
- 2) A minimum of 24 inspections with treatment as required (2 visits per month).
- 3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Ponds:

Aquatic Weed and Algae Control	\$910.00
Shoreline Weed Control	Included
Management Reporting	Included
Total Monthly Investment	\$910.00

Payments shall be payable in equal and consecutive monthly installments of \$910.00. Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

This agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from that date. This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, INC. through certified mail canceling the service sixty (60) days prior to the anniversary date. Service will begin within ten (10) days of receipt of the signed contract. Payment is required net thirty (30) days from invoice date. This agreement is void if not signed within forty-five (45) days.

- 4) This agreement is subject to the terms and conditions contained on pages 1-2 of this agreement.
- 5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.
- 6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).
- 7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. AAS, INC. is not responsible for such removal.

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621



Proposal Date: 8/2/2023

(New River CDD, 2 of 2)

- 8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.
- 9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.
- 11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.
- 13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.
- 14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.
- 15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

Jack R. Anderson, President
For: *Advanced Aquatic Services, Inc.*

Authorized Customer's Signature Title

Date: _____

Print Name: _____ Date: _____

Contract Start Date: _____



Annual Management Program Agreement

Customer Name: New River CDD

Management Company (if applicable): Inframark, Mark Vega

Agreement Effective Date: September 1st, 2023 - August 31st, 2024

Program Description: Annual Lake Maintenance

Premier Lakes Consultant: Dustin Hormann & Alex Kurth

Consultant Phone Number: 239-229-5742 (Dustin) & 239-707-1575 (Alex)

This Agreement, dated **August 8th, 2023**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes" and **New River CDD**, hereinafter known as "Customer".

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer in accordance with the terms and conditions of this Agreement, and Customer agrees to pay Premier Lakes for those services as enumerated below in accordance with the terms and conditions of this agreement.
2. **Service Area:** The "Service Area" is described as **10 Lakes consisting of 11,580 linear feet and 14.17 acres as described below.**
3. **Contract Services:** Premier Lakes will perform **(12) twelve** inspections per year of the Service Area, and will provide the following service as necessary.
 - a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification through the application of aquatic herbicides and adjuvants. Most of the time these treatments will occur immediately upon inspection, however, timing may be adjusted to ensure the best results. All efforts will be made to be certain that control of unwanted vegetation is achieved before it becomes unsightly.
 - b. **Algae Control:** Algae will be controlled by the application of algaecides and adjuvants as needed.
 - c. **Shoreline Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides and surfactants, and hand pulling where appropriate. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.



- d. **Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the actual parameters agreed upon. Remediation will be priced separately.
 - e. **Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
 - f. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
 - g. **Aquatic Consultation:** Attendance to monthly board meetings when requested.
4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a three (3%) increase in the Annual Agreement Price each year, under the same terms, specifications, and conditions as set forth by this Agreement.
 5. **Payment Terms:** No payment shall be due and payable upon the execution of this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$671.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. Customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to customer by Premier Lakes on balances not paid with the sixty (60) days.
 6. **Forms of Payment:** Premier Lakes accepts payment by Check, ACH, Debit, and Credit Cards.
 7. **Credit & Debit Card Fees:** Premier Lakes will charge customer a 3% processing fee for invoices paid by Credit or Debit card.
 8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of Service Area has materially declined between the date of this Agreement and commencement date of the Agreement. If

Premier Lakes commences services under this Agreement, then this paragraph will not apply.

9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information including, but not limited to, billing address, email addresses, and phone numbers within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month in which the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at P.O. Box 3483, North Fort Myers, FL 33918. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days' written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants on account of disease, pestilence, flood, weather or any other means unrelated to Premier Lakes activities. In addition, some collateral damage to beneficial plants might be necessary in order to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately by Premier Lakes in accordance with a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct. In no event will any party to this agreement be liable to the other for incidental, consequential or purely economic damages.

16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law, and acknowledge all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

Annual Agreement Amount: \$8,052.00

Monthly Agreement Amount: \$671.00

Invoicing Frequency: Monthly

Accepted and Approved:

New River CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature: *Alex Kurth*

Name: Alex Kurth

Title: President

Date: 08/08/2023

Please Remit All Payments & Contracts to: 25551 Technology Blvd, Unit 6, Punta Gorda, FL 33950

Aquatic Management Agreement

This Agreement, with an agreed upon service start date of **October 1, 2023**, is made between **Blue Water Aquatics, Inc.** (hereinafter “Blue Water Aquatics”) located at 5119 State Road 54, New Port Richey, FL 34652, and **New River CDD** (Hereinafter the “Customer”), c/o Inframark, 2654 Cypress Ridge Blvd., Suite 101, Wesley Chapel, FL 33544.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

General Conditions: Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(10) Waterways 12,140 Linear Feet 16.63 Surface Acres @ NWL

Contract Term: The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

⇒ Monthly Maintenance Program for Aquatic Weeds/Algae	\$695.00/month
⇒ Invasive Non-Native Plant Control	Included
⇒ Border Grass and Brush Control	Included
⇒ Algae and Submersed Aquatic Weed Control	Included
⇒ Inspection of Outflow Structures	Included
⇒ Pond Dye program (<i>Where Needed</i>)	Included
⇒ Water Testing (<i>See Addendum</i>)	Included
⇒ Monthly Service Reporting	Included
⇒ Aquatics Consulting	Included

Total Yearly Contract Amount Pond / Waterway Maintenance	\$8,340.00/year
---	------------------------

Pond Maintenance - Twelve (12) Inspections per year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time. Blue Water Aquatics shall not be liable for any delay in performing the services, nor liable for any failure to provide the services, due to any cause beyond its reasonable control.

Third Party Fees: Customer agrees to reimburse Blue Water Aquatics for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals. Customer agrees to reimburse Blue Water Aquatics for any Waiver of Subordination fees.

Payment of Services: Customer agrees to pay Blue Water Aquatics within forty-five (45) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Money Order, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Disclaimer: While Blue Water Aquatics makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work. Such conditions may result in additional time or material costs that exceed this contract pricing. Should this occur, the Customer will be notified of these unforeseen circumstances or conditions and what the anticipated costs may be.

By signing this Agreement, the Customer acknowledges that they have informed Blue Water Aquatics of all known and relevant current site conditions that would be reasonable to successfully complete the contracted work. (Possible conditions may include: site access, site parking, staging areas, fencing, obstructions or gate codes)

Automatic Renewal: This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

Early Termination: In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice. Upon termination of this Agreement, Blue

New River CDD - WWM 08-10-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com

Water Aquatics shall be entitled to payment for all work and/or services rendered up until the effective termination date of the Agreement.

Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

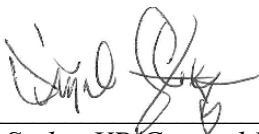
E-Verify: Blue Water Aquatics utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Written Notice: All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated herein above).

Addenda: See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.



Virgil Stoltz, VP/General Manager
Blue Water Aquatics, Inc.

Customer Signature

Printed Name & Title

08/10/2023

Date

Date

**Survey Sheet
NEW RIVER CDD
Site & GEP Surveyed**

<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>	<u>Sump Acres</u>	<u>Littoral Shelf</u>
1	1,440	2.20	2.20	N/A
2	1,115	1.39	1.39	N/A
3	350	0.12	0.12	N/A
4	1,975	3.50	2.97	0.53
5	520	0.26	0.26	N/A
6	2,810	4.80	4.43	0.37
7	180	0.04	0.04	N/A
8	435	0.15	0.15	N/A
9	2,015	2.50	2.50	N/A
10	1,300	1.67	1.43	0.24
Total	12,140	16.63	15.49	1.14

New River CDD - WWM 08-10-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com

**CHANNING PARK POA
Site Map**



New River CDD - WWM 08-10-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com


Outdoor Furniture

CONNECTION

Comfort under the sun.

ESTIMATE

Outdoor Furniture Connection LLC

P.O. Box 566

St. Petersburg, FL 33731

Date

6/9/23

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!

**ESTIMATE****Outdoor Furniture Connection LLC**

St. Petersburg, FL 33712

Date	Invoice #
7/14/21	xx

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

Quantity	Description	Unit Price	Line Total
	NEW Pool Furniture - REGAL EZ Style		
	1.5" X .75" Flat Extrusion, Aluminum Frames		
	Horizontal Vinyl Straps - 3" Width		
10	R-42PUNCH 42" Round Aluminum Dining Tables	392.00	3,920.00
40	R-50EZ Dining Chairs	137.00	5,480.00
30	R-150EZ Chaise Lounges with arms, 16" Seat Height	228.00	6,840.00
15	R-24PUNCH 24" Round Aluminum Side Tables	158.00	2,370.00
15	Market Umbrellas - 9' Octagonal Top	400.00	6,000.00
10	Umbrella Bases, 85lbs Concrete, Powder Coated Shell, Long Stem	110.00	1,100.00
5	Stand Alone Umbrella Bases with wheels	279.00	1,395.00
6	R-40EZ Beach Chairs	120.00	720.00
	Specifications		
	Frame Finish Color: TBD		
	Vinyl: TBD		
	Table Pattern: TBD		
	Umbrella Fabric: TBD		
	Umbrella Pole: TBD		
	Cushion Seating - Hurricane Line , 1" X 3" Flat Extrusion		
	Aluminum Frames		
2	H-355CU Three Seat Couch	1,875.00	3,750.00
4	H-50CU Club Chair	625.00	2,500.00
	Frame Finish: TBD Fabric: TBD		

New River Estimate - pg 2

2	Coffee Table - 24x36", Hurricane Line Extrusion to match	401.00	802.00
	Finish: TBD		
4	Aluminum Trash Receptacles WITH LIDS	963.00	3,852.00
	Finish: TBD		
4	Picnic Tables, All Aluminum, 36" Wide X 96" Length (8 ft)	1,800.00	7,200.00
4	Two Benchs, 18" X 96", surface mount	1,800.00	7,200.00
	Finish: TBD		
	Volume Discount - 5%		(2,656.45)
		SUBTOTAL	\$ 50,472.55
		Sales Tax 7.00%	\$ 3,533.08
		DELIVERY & INSTALLATION	\$ 600.00
		TOTAL	\$ 54,605.63

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

THANK YOU FOR YOUR BUSINESS!



Comfort under the sun.

ESTIMATE

Outdoor Furniture Connection LLC

P.O. Box 566

St. Petersburg, FL 33731

Date

6/20/23

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

Quantity	Description	Unit Price	Line Total
	REFINISH Pool Furniture - REGAL EZ Style		
	1.5" X .75" Flat Extrusion, Aluminum Frames		
	Horizontal Vinyl Straps - 3" Width		
10	R-42PUNCH 42" Round Aluminum Dining Tables	185.00	1,850.00
40	R-50EZ Dining Chairs	110.00	4,400.00
30	R-150EZ Chaise Lounges with arms, 16" Seat Height	250.00	7,500.00
15	R-24PUNCH 24" Round Aluminum Side Tables	100.00	1,500.00
15	Market Umbrellas - 9' Octagonal Tops ONLY	230.00	3,450.00
10	Umbrella Bases, 85lbs Concrete, Powder Coated Shell, Long Stem	145.00	1,450.00
5	Stand Alone Umbrella Bases with wheels	350.00	1,750.00
6	R-40EZ Beach Chairs	100.00	600.00
	Specifications		
	Frame Finish Color: TBD		
	Vinyl: TBD		
	Table Pattern: TBD		
	Umbrella Fabric: TBD		
	Umbrella Pole: TBD		
	Cushion Seating - Hurricane Line , 1" X 3" Flat Extrusion		
	Aluminum Frames		
2	H-355CU Three Seat Couch (with new cushions)	1,925.00	3,850.00
4	H-50CU Club Chair (with new cushions)	400.00	1,600.00
	Frame Finish: TBD Fabric: TBD		

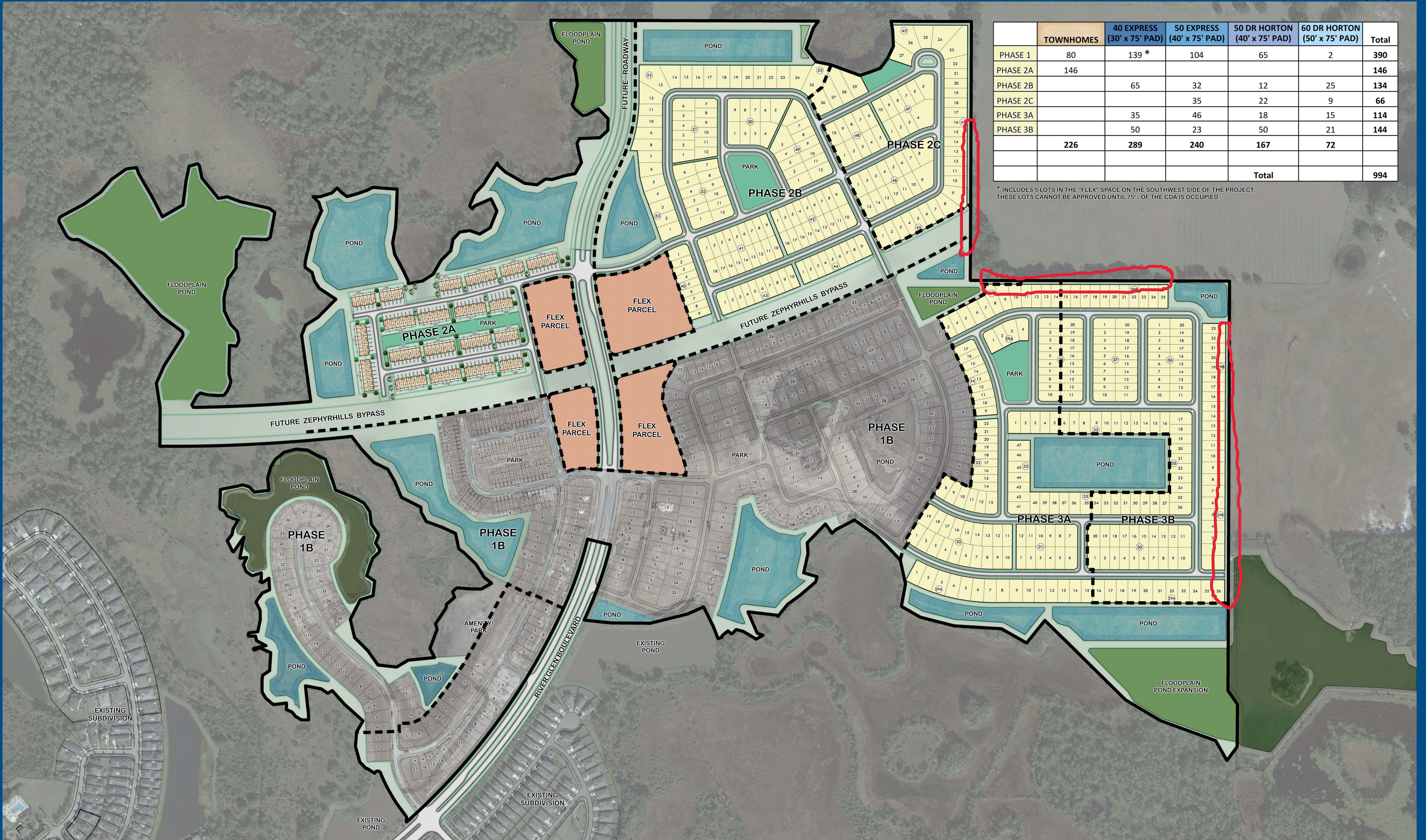
New River Estimate - pg 2

2	Coffee Table - 24x36", Hurricane Line Extrusion to match	150.00	300.00
	Finish: TBD		
4	Picnic Tables, All Aluminum, 36" Wide X 96" Length (8 ft)	400.00	1,600.00
4	Two Benchs, 18" X 96", surface mount	475.00	1,900.00
	Finish: TBD		
	Volume Discount - 2.5%		(793.75)

SUBTOTAL		\$ 30,956.25
Sales Tax	7.00%	\$ 2,166.94
PICK UP & INSTALLATION		\$ 800.00
TOTAL		\$ 33,923.19

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

THANK YOU FOR YOUR BUSINESS!



	TOWNHOMES	40 EXPRESS (30' x 75' PAD)	50 EXPRESS (40' x 75' PAD)	50 DR HORTON (40' x 75' PAD)	60 DR HORTON (50' x 75' PAD)	Total
PHASE 1	80	139 *	104	65	2	390
PHASE 2A	146					146
PHASE 2B		65	32	12	25	134
PHASE 2C			35	22	9	66
PHASE 3A		35	46	18	15	114
PHASE 3B		50	23	50	21	144
	226	289	240	167	72	
				Total		994

* INCLUDES 5 LOTS IN THE "FLEX" SPACE ON THE SOUTHWEST SIDE OF THE PROJECT. THESE LOTS CANNOT BE APPROVED UNTIL 75% OF THE CDA IS OCCUPIED.

Avalon Park West Illustrative Site Plan

Pasco Sheriff's Office

APPLICATION FOR EXTRA DUTY DETAIL EMPLOYMENT

As provided for in Florida State Statute 30.2905

Requesting Extra Duty Employer (Name): _____

Street Address: _____

City: _____ State _____ Zip _____

Contact Person: _____

Telephone #: (_____) _____ - _____ or (_____) _____ - _____ Fax: (_____) _____ - _____

Email: _____

Date(s) Needed: _____ to _____

Time(s) Needed: _____

Number of Deputies Requested: _____ Total Hours Requested for all Deputies for Extra-Duty Detail: _____

Base Rates:	♦ Regular Detail \$45.00 per hour	♦ Premium \$50.00 per hour
	♦ Holiday \$55.00 per hour	♦ Premium & Holiday \$60.00 per hour

NOTE: There is a required minimum of four (4) hours per deputy per detail. See Section F for cancellation terms.

Location of Extra Duty Detail:

Nature of Detail and Duties:

Special directions, and/or additional information:

If Worker's Compensation and Liability Insurance is provided, please enclose certificate of insurance with application.

Make Checks Payable to: Pasco Sheriff's Office Extra-Duty Detail
Attn: Extra-Duty Program Coordinator
8700 Citizen Drive
New Port Richey, Florida 34654
Telephone: (727) 844-7795
Fax: (727) 844-7731
E-mail: rtrani@pascosheriff.org

I have read and understand the terms and conditions contained on all three pages of this application and have the legal authority to enter into the contract under Florida Law.

Printed Name: _____

Accepted By: _____

Chris Nocco, Sheriff or Designee

Signature: _____

Date: _____

Date: _____

Tracking Number: _____

Office Use Only

CONDITIONS OF EXTRA DUTY EMPLOYMENT:

A. PROCEDURES FOR APPLICATION

1. All public or private entities desiring to contract with the Sheriff for eligible members to perform security-related services, during their off-duty hours, must make a formal request by submitting a completed application along with payment in full at least five (5) business days in advance of the requested extra-duty detail. (NOTE: S. 10 ART VII Florida Constitution does not allow a Sheriff to extend credit.). Extra-duty employers may apply in person or by sending an email to rtrani@pascosheriff.org. The completed application must contain the following information:
 - a. Date, time, duration, type of event, and expected attendance;
 - b. Number of members needed;
 - c. The nature of duties to be performed;
 - d. Whether the extra-duty employment request is a one-time job, or will be on a continuing basis;
 - e. Members will receive a minimum of four hours pay for any extra-duty employment detail: and,
 - f. A statement as to whether the extra-duty employer has worker's compensation insurance or liability insurance to cover the member while performing the duties associated with the extra-duty detail, along with proof of such insurance.
2. The Extra Duty Program operates concurrent with the Sheriff's Office's Fiscal year (October 1 – September 30). All contracts that request services on a continual basis shall be re-established, in writing, each October.

B. PROHIBITED EXTRA-DUTY DETAILS: Any extra-duty employment that is prohibited by law, has been determined to create a conflict of interest, interferes with official duties, or may cause an adverse reflection on the Office of the Sheriff will not be accepted. These include, but are not limited to: Bail bondsman; Store detective; Investigative work for attorneys, insurance firms, collection agencies, or security service companies. Certified members may be employed by establishments licensed under the beverage law to provide outdoor security-related services with the approval of the Sheriff. Such requests will be reviewed and approved on a case-by-case basis.

C. STAFFING REQUIREMENTS:

1. It is the responsibility of the Pasco Sheriff's Office to determine the adequate number of security personnel and traffic personnel needed to staff an event.
2. Public events must conform to County Ordinance No. 10-29. The need for six or more members requires the employment of a supervisor (sergeant or lieutenant).
3. A minimum of two (2) deputies are required for special events where alcohol will be present.
4. One (1) sergeant is required for each assignment requiring six (6) to ten (10) members.
5. Two (2) sergeants will be required for groups of 11 to 20 members.
6. Three (3) sergeants will be required for groups of 21 to 30 members.
7. One (1) lieutenant will be required for three (3) or more sergeants.

D. EXTRA DUTY RATES:

1. If alcohol is being served on premises, the detail will be billed at the premium rate.
2. Details scheduled on a holiday observed by the Pasco Sheriff's Office will be billed at the holiday rate. Details will be considered a holiday detail on both the observed date and actual holiday in the event they fall on different days. (For example, if July 4 is a Sheriff's Office holiday and it falls on a Sunday, but it is observed on the following Monday, details on both Sunday, July 4 and Monday, July 5 would be billed at the holiday rate). Check with the Extra Duty Coordinator for a list of dates classified as holidays for the year.

Rate Category	DEPUTY	SERGEANT	LIEUTENANT
Regular	\$45.00/hr	\$48.00/hr	\$51.00/hr
Premium	\$50.00/hr	\$53.00/hr	\$56.00/hr
Holiday	\$55.00/hr	\$58.00/hr	\$61.00/hr
Premium & Holiday	\$60.00/hr	\$63.00/hr	\$66.00/hr

3. Employers who contract for more than 1,000 hours during a fiscal year (October 1 - September 30) may be eligible to receive a \$2.00/hour discount on the standard rates. In order to be eligible to receive a discount, Employers must have contracted for more than 1,000 hours the previous year, shall not have more than three (3) late payments, and shall schedule more than 1,000 hours during the current year in order to qualify. Employer will be notified if they qualify for the discount prior to renewal.
4. The Sheriff's Office may increase the hourly fee for a specific detail based on the nature or scope of the detail, upon written notice to the Employer, or at the request of the employer.

E. LAST MINUTE DETAIL REQUESTS

1. Requests for extra-duty employment must be submitted at least five (5) business days in advance. Requests made for jobs within five (5) days will be billed at the following rates:

Rate Category	DEPUTY	SERGEANT	LIEUTENANT
Regular	\$50.00/hr	\$53.00/hr	\$56.00/hr
Premium	\$57.00/hr	\$60.00/hr	\$63.00/hr
Holiday	\$62.00/hr	\$65.00/hr	\$68.00/hr
Premium & Holiday	\$67.00/hr	\$70.00/hr	\$73.00/hr

F. CANCELLATION PROCEDURES

1. Cancellations by the Extra-Duty Employer
 - a. Cancellations for weekday jobs must be made at least 24 hours prior to the scheduled detail. A minimum of 48 hours cancellation notice is required for jobs scheduled on a weekend. Extra-duty employers may contact (727) 844-7795 during working business hours Monday through Friday, but all cancellations will need to be followed-up in writing.
 - b. If notification is made within the applicable timeframe as outlined in Section F(1)(a) above, the Sheriff's Office will reimburse any funds collected for the cancelled detail.
 - c. Failure to notify the Coordinator or designee within the above required time frame will result in the extra-duty employer receiving reimbursement minus four hours hourly wage per member scheduled for the extra-duty detail.
2. Cancellations by the Pasco Sheriff's Office
 - a. The Sheriff's Office reserves the right to cancel any extra-duty contract without notice or liability when necessary for community safety. In such case(s), any unused prepaid contracted funds will be reimbursed to the extra-duty employer.
 - b. The Sheriff's Office makes no guarantee that any extra-duty detail will be filled. Monies collected for an unfilled detail will be reimbursed to the extra-duty employer.
 - c. If an assigned officer is unable to fulfill a job due to illness, injury, or official law enforcement activity and the Shift Commander or Extra Duty Coordinator is unable to obtain a substitute, the job may be cancelled and a full refund issued to the extra-duty employer.
 - d. While working a detail, a deputy may be called away to respond to a nearby emergency call-for-service. In such cases, the deputy is required to notify the Extra Duty coordinator of the time worked on the call-for-service. The Sheriff's Office will issue the vendor a prorated reimbursement for the unworked portion of the detail. Prorated reimbursements will be issued in 15-minute increments.

G. DEPUTY NOT REPORTING FOR EXTRA DUTY JOB

1. If a deputy was scheduled to work a job and did not report, the extra-duty employer should notify the extra duty office at 727-844-7795 immediately. If it is outside of normal business hours, the extra duty employer should contact the Pasco County Consolidated Dispatch Center at 727-847-8102 and request to speak with the **on-duty Shift Commander**.

NOTICE: The Sheriff assumes no responsibility beyond notifying eligible members of legitimate opportunities for extra-duty employment details, and informing prospective employers of the name(s) of members who have accepted a particular detail.

This program operates in compliance with Florida State Statute 30.2905.

Proposed

NOTICE OF MEETINGS
NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

As required by Chapter 189 Florida Statutes notice is being given that the Board of Supervisors of the New River Community Development District will hold their regular meetings for Fiscal Year 2024 on the **third Friday** of every month as listed below at 11:30 a.m. at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, FL. 33545.

October 20, 2023
November 17, 2023
December 15, 2023
January 19, 2024
February 16, 2024
March 15, 2024
April 19, 2024
May 17, 2024
June 21, 2024
July 19, 2024
August 16, 2024
September 20, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 603-0033 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that, accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Mark Vega
Manager

Proposed

NOTICE OF MEETINGS
NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

As required by Chapter 189 Florida Statutes notice is being given that the Board of Supervisors of the New River Community Development District will hold their regular meetings for Fiscal Year 2024 on the **third Thursday** of every month as listed below at 5:00 p.m. at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, FL. 33545.

October 19, 2023
November 16, 2023
December 14, 2023
January 18, 2024
February 15, 2024
March 21, 2024
April 18, 2024
May 16, 2024
June 20, 2024
July 18, 2024
August 15, 2024
September 19, 2024

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Manager

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NOTICE OF MEETINGS
NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

As required by Chapter 189 Florida Statutes notice is being given that the Board of Supervisors of the New River Community Development District will hold their regular meetings for Fiscal Year 2024 on the **second Wednesday** of every month as listed below at 5:00 p.m. at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, FL. 33545.

October 11, 2023
November 8, 2023
December 13, 2023
January 10, 2024
February 14, 2024
March 13, 2024
April 10, 2024
May 8, 2024
June 12, 2024
July 10, 2024
August 14, 2024
September 11, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 603-0033 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office.

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