

New River Community Development District

Agenda Page 1

Board of Supervisors

Jeff Smith, Chairman
David Lione, Vice Chairman
Jordan Alexander, 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

October 9, 2023 at 5:00 p.m.

1. Call to Order/Roll Call

2. Audience Comments

3. Consent Agenda

- A. Approval of the August 18, 2023 Meeting and September 11, 2023 Workshop Minutes (Page2)
- B. Financials Dated August 2023 (Page 8)
- C. Acceptance of Ross Halle's Resignation and Declaration of Seat #3 Vacancy

4. Staff Reports

- A. District Engineer
 - i. Proposals for Geo Technical Services (Page 24)
- B. District Counsel
- C. Landscape & Irrigation Maintenance
- D. Aquatic Maintenance (Page 35)
- E. District Manager

5. Old Business

6. New Business

7. Organizational Matters

- A. Appointment of Supervisor to Vacant Seat (Seat #3)
- B. Oath of Office
- C. Resolution 2024-01, Election of Officers (Page 43)

8. Supervisors' Requests

9. Adjournment

*Next Regular Meeting is November 13, 2023 at 5:00 p.m.

District Office:

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

Meeting Room

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

MINUTES OF MEETING NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the New River Community Development District was held Friday, August 18, 2023 at 11:35 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
Jordan Alexander	Assistant Secretary
Ross Halle	Assistant Secretary
Russ Mercier	Assistant Secretary

Also present were:

Mark Vega	District Manager
Vivek Babbar	District Attorney
Robert Dvorak	District Engineer
Stephen Brletic	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.

SECOND ORDER OF BUSINESS

Audience Comments

- Residents' comments were received.
- Mr. Vega will look into audience comments regarding the townhomes rights-of-way and sidewalks.

THIRD ORDER OF BUSINESS

Consent Agenda

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

On MOTION by Mr. Smith seconded by Mr. Lione with all in favor the consent agenda was approved. 5-0

FOURTH ORDER OF BUSINESS

Public Hearing to Adopt Fiscal Year 2024 Budget

On MOTION by Mr. Smith seconded by Mr. Alexander with all in favor the public hearing was opened at 12:02 p.m. 5-0

- The proposed budget was discussed.

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

On MOTION by Mr. Smith seconded by Mr. Alexander with all in favor Resolution 2023-04, adopting the Fiscal Year 2024 budget, was adopted. 5-0

B. Resolution 2023-05, Levying Non ad Valorem Assessments

On MOTION by Mr. Smith seconded by Mr. Lione with all in favor Resolution 2023-05, levying non ad valorem assessments, was adopted. 5-0

On MOTION by Mr. Smith seconded by Mr. Alexander with all in favor the public hearing was closed at 12:38 p.m. 5-0

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

- Discussion of the geotechnical was tabled for a September workshop.

B. District Counsel

i. Easement Agreement with APW HOA

- Clearview is looking into the permit.

On MOTION by Mr. Smith seconded by Mr. Lione with all in favor the easement agreement with APW HOA was approved. 5-0

C. Landscape & Irrigation Maintenance

- There was Board consensus to not install annuals and to have the landscaper install perennials at the Clubhouse.

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. Pond Maintenance Proposals

- i. Solitude Renewal Agreement**
 - ii. Aquatic Weed Control, Inc.**
 - iii. Advanced Aquatic**
 - iv. Premier Lakes**
 - v. Blue water Aquatics**
- Discussion ensued and the proposals were reviewed.
- The record will reflect Mr. Halle left the meeting at 1:35 p.m.

On MOTION by Mr. Smith seconded by Mr. Mercier with all in favor the proposal from Advanced Aquatic was approved. 4-0

- The record will reflect Mr. Halle returned to the meeting at 1:48 p.m.

F. District Manager

- Mr. Vega reported Triangle Pools installed a splash pad motor on August 17, 2028 at a total cost of \$560.

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

- **New Estimate**
 - **Refinish Estimate**
- There was Board consensus to have new straps installed on 31 lounge chairs and 40 regular chairs.
- There was Board consensus to purchase new tables.

ii. Discussion of Resource Officer

- **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**
- **FHP Agreement**

On MOTION by Mr. Smith seconded by Mr. Mercier with all in favor sharing a resource officer with Avalon Park West CDD was approved. 5-0

iii. Pasco County Sheriff Extra Duty Application

- No Action was taken,

- iv. **Consideration of Meeting Schedule for Fiscal Year 2024**
 - **Option 1 – Third Friday of Every Month at 11:30 a.m.**
 - **Option 2 – Third Thursday of Every Month at 5:00 p.m.**
 - **Option 3 – Second Wednesday of Every Month at 5:00 p.m.**
- The Board reviewed the proposed meeting schedules.
- There was Board consensus to go with a fourth option, meeting the second Monday of every month at 5:00 p.m. beginning September 11, 2023.

SIXTH ORDER OF BUSINESS

Old Business

- None.

SEVENTH ORDER OF BUSINESS

New Business

- None.

EIGHTH ORDER OF BUSINESS

Supervisors' Requests

- None.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business at this time,

On MOTION by Mr. Smith seconded by Mr. Lione with all in favor the meeting was continued to September 11, 2023 at 5:00 p.m.

Mark Vega, Secretary

MINUTES OF WORKSHOP MEETING NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

A workshop meeting of the Board of Supervisors of the New River Community Development District was held Monday, September 11, 2023 at 5:00 p.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

Also present were:

Mark Vega	District Manager
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The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Audience Comments

- None.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape & Irrigation Maintenance

- Mr. Halle requested a letter from the CDD landscaper stating the plants installed in Hawthorne Park were the wrong plants due to the clay soil and reclaimed water.
- There was discussion regarding having District staff handle removal.

On MOTION by Mr. Smith seconded by Mr. Lione with all in favor work by Rainmaker Landscaping, without removal, was approved at a cost not to exceed \$33,701. 3-0

B. Aquatic Maintenance

- Mr. Vega asked if the Board noticed improvements in maintenance.

C. District Manager

- Mr. Vega reported Pasco County Sheriff will begin patrolling next week.
- The record will reflect Mr. Mercier joined the meeting.

FOURTH ORDER OF BUSINESS

Supervisors' Requests

- Mr. Smith requested a proposal from Trafficlogix for a radar.
- Mr. Halle requested the Board reconsider the townhome agreement. Discussion ensued and due to the number of residents using the pool during the summer, there was Board consensus not to proceed with the agreement.
- Mr. Halle announced he is resigning from the Board effective today and will email Mr. Vega his resignation.
- The record will reflect Mr. Halle left the meeting.

FIFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Lione seconded by Mr. Smith with all in favor the meeting was adjourned at 5:41 p.m. 3-0

Mark Vega, Secretary

**New River
Community Development District**

Financial Report

August 31, 2023

Prepared by



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**New River
Community Development District**

Financial Statements

(Unaudited)

August 31, 2023

Balance Sheet
August 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2010 DEBT SERVICE FUND	SERIES 2020 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 318,722	\$ -	\$ -	\$ 318,722
Accounts Receivable	-	285,490	-	285,490
Due From Other Funds	-	66,822	49,377	116,199
Investments:				
Money Market Account	369,263	-	-	369,263
Prepayment Fund (A-2)	-	1,694	-	1,694
Prepayment Fund (B-2)	-	1,243	-	1,243
Remedial Indenture (A-2)	-	93,053	-	93,053
Reserve Fund (A-2)	-	150,495	-	150,495
Reserve Fund (B-2)	-	18,597	-	18,597
Revenue Fund (A-1)	-	-	2,267	2,267
Revenue Fund (A-2)	-	11	-	11
Revenue Fund (B-2)	-	186	-	186
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	\$ 693,235	\$ 617,591	\$ 163,565	\$ 1,474,391
LIABILITIES				
Accounts Payable	\$ 7,107	\$ -	\$ -	\$ 7,107
Accrued Expenses	35,140	-	-	35,140
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	171,804	340,438	-	512,242
FUND BALANCES				
Nonspendable:				
Deposits	5,250	-	-	5,250
Restricted for:				
Debt Service	-	277,153	163,565	440,718
Assigned to:				
Operating Reserves	158,502	-	-	158,502
Reserves - Buildings	109,200	-	-	109,200
Unassigned:	248,479	-	-	248,479
TOTAL FUND BALANCES	\$ 521,431	\$ 277,153	\$ 163,565	\$ 962,149
TOTAL LIABILITIES & FUND BALANCES	\$ 693,235	\$ 617,591	\$ 163,565	\$ 1,474,391

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 14,000	0.00%	\$ 1,662
Room Rentals	2,000	2,334	116.70%	150
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%	-
TOTAL REVENUES	745,207	761,972	102.25%	1,812
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	8,800	7,031	79.90%	1,400
FICA Taxes	673	566	84.10%	107
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	5,000	23,341	466.82%	3,205
ProfServ-Legal Services	15,000	12,490	83.27%	2,111
ProfServ-Mgmt Consulting	39,056	35,801	91.67%	3,255
ProfServ-Trustee Fees	11,000	14,808	134.62%	-
ProfServ-E-mail Maintenance	2,000	1,256	62.80%	120
Auditing Services	6,500	-	0.00%	-
Contract-Website Hosting	1,579	1,549	98.10%	-
Miscellaneous Mailings	2,400	382	15.92%	9
Public Officials Insurance	2,905	-	0.00%	-
Legal Advertising	2,000	2,591	129.55%	1,432
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	112,986	96.67%	11,639
<u>Electric Utility Services</u>				
Utility - Irrigation	3,500	1,557	44.49%	129
Street Lights	45,084	38,358	85.08%	3,174
Total Electric Utility Services	48,584	39,915	82.16%	3,303
<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 August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
<u>Water-Sewer Comb Services</u>				
Utility Services	22,250	20,799	93.48%	2,200
Total Water-Sewer Comb Services	22,250	20,799	93.48%	2,200
<u>Stormwater Control</u>				
Stormwater Assessment	562	-	0.00%	-
Conservation & Wetlands	8,500	5,984	70.40%	-
Aquatic Maintenance	17,500	8,284	47.34%	1,404
Total Stormwater Control	26,562	14,268	53.72%	1,404
<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	161,080	99.23%	15,000
Landscape Replacement	60,000	32,117	53.53%	6,918
Irrigation Repairs & Replacement	9,500	52,894	556.78%	6,710
Holiday Decoration	10,000	2,650	26.50%	-
Utility Deposit Bond	1,800	1,693	94.06%	-
Reserve	109,200	85,216	78.04%	83,195
Total Other Physical Environment	389,913	345,855	88.70%	111,823
<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	26,533	77.87%	6,539
Clubhouse - Facility Janitorial Service	3,214	3,025	94.12%	275
Pest Control	425	314	73.88%	-
Contracts-Pools	10,200	13,550	132.84%	1,500
Telephone/Fax/Internet Services	3,000	1,897	63.23%	137
Utility - Recreation Facilities	6,600	5,986	90.70%	559

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
Utility - Fountains	3,750	481	12.83%	45
R&M-Clubhouse	10,000	3,232	32.32%	-
R&M-Fountain	5,000	9,510	190.20%	-
R&M-Parking Lots	1,500	823	54.87%	-
R&M-Pools	2,500	22,277	891.08%	1,149
Athletic/Park Court/Field Repairs	1,500	568	37.87%	-
Amenity Maintenance & Repairs	5,000	1,748	34.96%	185
Facility A/C & Heating Maintenance & Repair	1,500	400	26.67%	-
Security System Monitoring & Maint.	2,500	4,158	166.32%	378
Entry & Walls Maintenance	2,000	-	0.00%	-
Access Control Maintenance & Repair	2,500	2,279	91.16%	-
Miscellaneous Expenses	1,500	1,658	110.53%	645
Office Supplies	250	90	36.00%	-
Clubhouse - Facility Janitorial Supplies	400	121	30.25%	-
Facility Supplies	1,000	1,538	153.80%	407
Dog Waste Station Service & Supplies	240	81	33.75%	11
Pool Permits	500	450	90.00%	-
Total Parks and Recreation	99,153	100,719	101.58%	11,830
TOTAL EXPENDITURES	745,207	660,869	88.68%	142,199
Excess (deficiency) of revenues				
Over (under) expenditures	-	101,103	0.00%	(140,387)
Net change in fund balance	\$ -	\$ 101,103	0.00%	\$ (140,387)
FUND BALANCE, BEGINNING (OCT 1, 2022)	420,328	420,328		
FUND BALANCE, ENDING	\$ 420,328	\$ 521,431		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 1,679	0.00%	\$ 962
Special Assmnts- Tax Collector	230,014	237,169	103.11%	-
Special Assmnts- CDD Collected	760,884	760,884	100.00%	285,490
Special Assmnts- Discounts	(9,201)	(9,312)	101.21%	-
TOTAL REVENUES	981,697	990,420	100.89%	286,452
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)	(988)	10.13%	286,452
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)	\$ (988)	10.13%	\$ 286,452
FUND BALANCE, BEGINNING (OCT 1, 2022)	278,141	278,141		
FUND BALANCE, ENDING	\$ 268,388	\$ 277,153		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 4,417	0.00%	\$ 459
Special Assmnts- Tax Collector	238,147	230,014	96.58%	-
Special Assmnts- Discounts	(9,526)	(9,031)	94.80%	-
TOTAL REVENUES	228,621	225,400	98.59%	459
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	(5,133)	-72.34%	459
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	\$ (5,133)	-72.34%	\$ 459
FUND BALANCE, BEGINNING (OCT 1, 2022)	168,698	168,698		
FUND BALANCE, ENDING	\$ 175,794	\$ 163,565		

**New River
Community Development District**

Supporting Schedules

August 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

August 31, 2023

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND			
Checking Account - Operating New	Bank United	-	\$318,722
Money Market Account - Operating	Valley Bank	5.19%	369,263
			<u>687,985</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%	1,243
Series 2010 Remedial Expenditure A-2	US Bank	3.89%	93,053
Series 2010 Reserve Fund A-2	US Bank	3.89%	150,495
Series 2010 Reserve Fund B-2	US Bank	3.89%	18,597
Series 2010 Revenue Fund A-2	US Bank	3.89%	11
Series 2010 Revenue Fund B-2	US Bank	3.89%	186
	Subtotal Fund 201		<u>265,279</u>
Series 2020 Revenue Fund A-1	US Bank	3.89%	2,267
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>114,188</u>
	Subtotal DS		<u>379,468</u>
	Total		<u><u>\$1,067,452</u></u>

New River CDD

Bank Reconciliation

Bank Account No. 6620 Bank United Checking
Statement No. 08-23
Statement Date 8/31/2023

G/L Balance (LCY)	318,722.21	Statement Balance	418,590.61
G/L Balance	318,722.21	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	418,590.61
Subtotal	318,722.21	Outstanding Checks	99,868.40
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	318,722.21	Ending Balance	318,722.21
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
8/24/2023	Payment	2457	RAINMAKER IRRIGATION	96,822.20	0.00	96,822.20
8/24/2023	Payment	2459	DCSI INC	378.00	0.00	378.00
8/29/2023	Payment	2464	RUSSELL D. MERCIER	184.70	0.00	184.70
Total Outstanding Checks.....				99,868.40		99,868.40

New River
Community Development District

Check Register

8/1/2023 - 08/31/2023

NEW RIVER

Community Development District

**Payment Register by Fund
For the Period from 08/01/23 to 08/31/23
(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	2441	08/07/23	FLORIDA DEPT OF HEALTH	6456446	POOL PERMITS	Pool Permits	554022-57201	\$305.00
001	2442	08/07/23	INFRAMARK, LLC	98431	MANAGEMENT SRVCS JULY 2023	ADMIN FEES	531027-51201	\$3,254.67
001	2442	08/07/23	INFRAMARK, LLC	98431	MANAGEMENT SRVCS JULY 2023	POSTAGE	541030-51301	\$10.80
001	2443	08/07/23	RAINMAKER IRRIGATION	44252	IRRIGATION REPAIR 6/1/23	Irrigation Repairs & Replacem.	546932-57201	\$3,425.83
001	2443	08/07/23	RAINMAKER IRRIGATION	44375	IRR REPAIRS 4/13/23	Irrigation Repairs & Replacem.	546932-53908	\$780.00
001	2443	08/07/23	RAINMAKER IRRIGATION	44396	IRR REPAIRS 3/14/23	Irrigation Repairs & Replacem.	546932-53908	\$1,390.51
001	2443	08/07/23	RAINMAKER IRRIGATION	44414	IRR REPAIRS 7/5/23	Irrigation Repairs & Replacem.	546932-53908	\$207.34
001	2443	08/07/23	RAINMAKER IRRIGATION	44424	INSTALLATION OF STAKES & ROPE PRIOR TO JULY 4 2023	Landscape Replacement	546338-53908	\$2,442.37
001	2443	08/07/23	RAINMAKER IRRIGATION	44433	IRR REPAIRS 7/11/23	Irrigation Repairs & Replacem.	546932-53908	\$1,943.54
001	2443	08/07/23	RAINMAKER IRRIGATION	44445	IRR REPAIRS 7/18/23	Irrigation Repairs & Replacem.	546932-53908	\$903.01
001	2443	08/07/23	RAINMAKER IRRIGATION	44446	IRR REPAIRS 7/18/23	Irrigation Repairs & Replacem.	546932-53908	\$433.67
001	2443	08/07/23	RAINMAKER IRRIGATION	44447	IRR REPAIRS & REPLACEMENT OF SPRAY & NOZZLE 7/18/2	Irrigation Repairs & Replacem.	546932-53908	\$103.95
001	2444	08/07/23	STRALEY ROBIN VERICKER	23392	PROFESSIONAL SERVICES RENDERED 5/18- 6/30/23	ProfServ-Legal Services	531023-51401	\$1,338.50
001	2445	08/07/23	VICTOR ROBERT TROUY BLACKBURN	BW072223	REPAIR WALL DAMAGE	Reserve	568022-53908	\$2,021.15
001	2450	08/10/23	ALL DONE SERVICES, INC	244	CLUBHOUSE CLEANING SERV FOR JULY 2023	Clubhouse - Facility Janitorial Service	531131-57201	\$275.00
001	2451	08/10/23	COMPLETE I.T.	11362	TECH LABOR REPAIR	Access Control Maintenance & Repair	546998-57201	\$794.96
001	2452	08/10/23	RAINMAKER IRRIGATION	44465	IRR REPAIRS 4/13/23	Irrigation Repairs & Replacem.	546932-53908	\$533.25
001	2452	08/10/23	RAINMAKER IRRIGATION	44467	IRR REPAIRS 7/25/23 POOL AREA	Irrigation Repairs & Replacem.	546932-53908	\$164.31
001	2453	08/10/23	TRIANGLE POOL SERVICES	120718	MONTHLY CLEANING	R&M-Pools	546074-57201	\$120.00
001	2453	08/10/23	TRIANGLE POOL SERVICES	3372	MONTHLY CLEANING	Contracts-Pools	534078-57201	\$1,500.00
001	2454	08/17/23	BRLETIC DVORAK, INC	1168	PROF ENG SERVICE JULY - AUG 2023	ProfServ-Engineering	531013-51501	\$3,205.00
001	2455	08/17/23	COMPLETE I.T.	11405	AUGUST 2023 EMAIL SERVICES	ProfServ-E-mail Maintenance	531096-51301	\$119.60
001	2456	08/17/23	RAINMAKER IRRIGATION	44505	LANDSCAPE SERVICES AUGUST 2023	Landscape Maintenance	546300-53908	\$15,000.00
001	2457	08/24/23	RAINMAKER IRRIGATION	44561	Irrigation Repairs: 8/10/23	Irrigation Repairs & Replacem.	546932-53908	\$573.37
001	2457	08/24/23	RAINMAKER IRRIGATION	44189	ALONG RIVER GLEN BLVD SPRAY TO KILL WEEDS AND SOD	Landscape Maintenance	546300-53908	\$11,550.00
001	2457	08/24/23	RAINMAKER IRRIGATION	44190	REMOVAL AND DISPOSAL OF OLD PLANTS SPRAY TO KILL W	Landscape Maintenance	546300-53908	\$16,215.00
001	2457	08/24/23	RAINMAKER IRRIGATION	44191	CYPRESS VILLAGE MONUMENT AND CLUBHOUSE	Landscape Maintenance	546300-53908	\$4,857.50
001	2457	08/24/23	RAINMAKER IRRIGATION	44215	SPRAY TO KILL WEEDS AND REMOVAL AND DISPOSAL OF WE	Irrigation Repairs & Replacem.	546932-57201	\$37,540.00
001	2457	08/24/23	RAINMAKER IRRIGATION	44216	SPRAY TO KILL WEEDS AND BAHIA GRASS REMOVAL AND DI	Irrigation Repairs & Replacem.	546932-53908	\$4,410.00
001	2457	08/24/23	RAINMAKER IRRIGATION	44217	SPRAY TO KILL WEEDS AND SOD REMOVAL AND DISPOSAL O	Irrigation Repairs & Replacem.	546932-57201	\$19,950.00
001	2457	08/24/23	RAINMAKER IRRIGATION	44567	IRR REPAIR OF 7/25/23	Irrigation Repairs & Replacem.	546932-53908	\$802.93
001	2457	08/24/23	RAINMAKER IRRIGATION	44582	IRR REPAIR OF 8/8/23	Irrigation Repairs & Replacem.	546932-53908	\$923.40
001	2458	08/24/23	BRLETIC DVORAK, INC	1156	PROF ENG SERVICES MARCH 7-31 2023	ProfServ-Engineering	531013-51501	\$3,600.00
001	2459	08/24/23	DCSI INC	31051	ACCESS SYSTEM - SERVICE	Security System Monitoring & Maint.	546479-57201	\$378.00
001	2460	08/24/23	INFRAMARK, LLC	99925	AUGUST 2023 MANAGEMENT SERVICES	ADMIN FEES	531027-51201	\$3,254.67
001	2460	08/24/23	INFRAMARK, LLC	99925	AUGUST 2023 MANAGEMENT SERVICES	POSTAGE	541030-51301	\$8.82
001	2461	08/24/23	SOLITUDE LAKE MANAGEMENT LLC	PSI004652	SERVICE REQUEST AUGUST 2023 TREATMENT	Aquatic Maintenance	546995-53805	\$716.00
001	2462	08/24/23	TIMES PUBLISHING COMPANY	0000297872	LEGAL NOTICE 08/02/23	Legal Advertising	548002-51401	\$121.60
001	2463	08/24/23	TRIANGLE POOL SERVICES	120488	CLEANING AND DEGREASING OF POOL FILTER	R&M-Pools	546074-57201	\$313.80
001	2463	08/24/23	TRIANGLE POOL SERVICES	121156	INSTALLED NEW MOTOR	R&M-Pools	546074-57201	\$834.85
001	DD386	08/07/23	PASCO COUNTY UTILITIES SERVICES	072023-3480 ACH	SERVICE DATE 6/9- 7/11/23	Utility Services	543063-53601	\$324.00
001	DD387	08/14/23	PASCO COUNTY UTILITIES SERVICES	072623 ACH	SERVICE DATES 6/12-7/12/23	Utility Services	543063-53601	\$2,265.55
001	DD388	08/14/23	PASCO COUNTY UTILITIES SERVICES	18806479 ACH	SERVICE DATE 6/12- 7/12/23	Utility Services	543063-53601	\$147.00
001	DD393	08/08/23	FRONTIER ACH	22105-071323	SERVICE 7/13-8/12/23	Telephone/Fax/Internet Services	541009-57201	\$157.99
001	DD395	08/25/23	WITHLACOOCHEE RIVER ELECTRIC	090123ACH	SERVICES DATES 7/6-8/4/23	Street Lights	543057-53100	\$3,174.10
001	DD395	08/25/23	WITHLACOOCHEE RIVER ELECTRIC	090123ACH	SERVICES DATES 7/6-8/4/23	Utility - Irrigation	543014-53100	\$128.62
001	DD395	08/25/23	WITHLACOOCHEE RIVER ELECTRIC	090123ACH	SERVICES DATES 7/6-8/4/23	Utility - Recreation Facilities	543079-57201	\$559.01

Payment Register by Fund
For the Period from 08/01/23 to 08/31/23
(Sorted by Check / ACH No.)

[illegible]



TO: New River CDD

August 16, 2023

SUBJECT: Geotechnical Engineering Services Proposal
Geotechnical Testing – Existing Flexible Pavement Section and Subgrade Soils
New River Landing – Phase 1, Parcel D
 Pasco County, Florida

As requested by Mr. Stephen Brletic, PE with Brletic Dvorak, Inc. (BDI), Mortensen Engineering, Inc. (MEI) is submitting this proposal to provide geotechnical engineering services for the above referenced project. Based on email correspondence with Mr. Brletic, we understand that specific flexible pavement section and subgrade soil testing and evaluation of approximately 12,000 LF (+/-) of existing two-lane residential roadway within the subject community are recommended. The work herein is related to customary geotechnical services for evaluation of existing/aging flexible pavement sections and/or pavement settlement prior to potential repair and/or resurfacing.

Objective of Geotechnical Testing

The objective of our geotechnical work herein will be to obtain information concerning the existing pavement section (asphalt, base, and subgrade), shallow subsurface soils and groundwater conditions in the existing roadway areas, in order to make geotechnical engineering estimates and recommendations in each of the following areas:

1. Provide asphalt section evaluation including approximate thickness, type, and integrity.
2. Provide base section evaluation including approximate thickness, type, and integrity.
3. Provide soil (stabilized) subgrade section evaluation including approximate thickness, type (stabilization), and integrity.
4. Provide and evaluation of the embankment and/or natural soils below the pavement section.
5. Measure the current shallow groundwater levels below the existing ground level.
6. Discuss the general location and description of potentially deleterious materials or conditions which may be present below the pavement section, including existing fills, buried muck/organics, shallow clays, shallow limestone, etc., based on our test boring findings.

Scope of Geotechnical Services

We plan to provide the following services, to achieve the proceeding objectives:

1. Perform 40 4-inch diameter pavement cores (at approximately 300-foot spacing – alternating lanes, and within visible problematic areas) through the existing asphalt and base materials, and note the apparent thickness, type and condition/integrity of each. In each pavement core, samples will be collected.
2. Perform 40 shallow auger borings (per ASTM D1452), each to a depth of 4-feet (+/-), one auger at each pavement core location, for (stabilized) subgrade and shallow soil (embankment or natural) identification/evaluation.
3. Measure the shallow groundwater levels at our pavement core/auger boring locations (if encountered within the upper 4 feet +/-).
4. Review recovered pavement section (asphalt and base) cores and subgrade soil samples in the laboratory and perform laboratory testing (physical testing per ASTM D2488 and fines content

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mei@meitampa.com www.meitampa.com

Geotechnical · Construction Materials Testing · Structural Inspections

testing per ASTM D1140) on selected representative soil samples to develop soil classifications.

5. Perform geotechnical engineering analyses to develop geotechnical engineering recommendations in each of the pertinent areas previously discussed.
6. Prepare a geotechnical engineering report, which summarizes the course of the study pursued, the field and laboratory data generated, subsurface conditions encountered, and our geotechnical recommendations in each of the pertinent topic areas.

Estimated Total Cost

Our estimated total cost to perform the requested geotechnical services outlined herein is included in Attachment A. Our estimated total cost in Attachment A is based on an anticipated range of subsurface conditions at the site, which were assessed from the regional geology and our experience in the general area. The number of cores/borings and field and laboratory tests are shown in the attachment. If other fieldwork or laboratory tests are determined to be necessary and are authorized, they would be performed at the unit rates shown in the attachment. Our estimated total cost does not include the cost of services required for evaluation of extensive unforeseen subsurface conditions. Should unforeseen conditions be encountered, and additional services are required for evaluation, you will be contacted.

Limitations

The work herein does not include an environmental site assessment, or any soil radon testing or soil arsenic testing. Depending upon the results of the test borings herein, some additional test borings may be necessary to further evaluate any significant geotechnical concerns. No SPT borings (to the limestone surface) or other geophysical site testing techniques were requested at this time to assess sinkhole potential. Only the shallow subsurface conditions (to the depths proposed herein) will be evaluated and reported for our work herein, unless otherwise requested, as these soils should be within the major influence zone of the existing construction. No destructive type testing (saw cutting with bulk sample collection) or Limerock Bearing Ratio (LBR) testing work is included herein. We assume that all the test core/boring locations will be accessible with a tuck/trailer mounted core rig. Maintenance of Traffic (MOT) including lane closure, cones and flagmen will be provided. We assume no Right of Way Use (ROW) access permit/lane closure permit will be necessary within this private development. No site/pavement restoration are included herein; only typical backfilling of core/boring with sandy soils, crushed concrete and asphalt cold patch is included. If temporary borehole casing is needed, then casing unit rate of \$12.00/ft. will apply.

The discussions, evaluations, opinions, and recommendations to be submitted in our summary report (based on the data collected per this contract), will be based solely upon the location and type of construction, whatever information was presented or acquired from the site owner (or representative), and the limited subsurface data obtained from the limited amount of test cores/borings (4-inch diameter) performed at the approximate locations indicated, and at the times tested. The discussions, opinions, evaluations, and recommendations to be provided in our summary report will not reflect any variations or differing subsurface conditions which may occur or be present (left undetected), between test boring locations, or in areas not accessible to testing. Because the study area was previously impacted by various site activities at various times, unusual and significant variations in the subsurface conditions are possible between test locations, which could alter the provided discussions, opinions, evaluations and recommendations, and the level or cost of any corrective actions if appropriate.

It is important to note that test cores/borings reveal the subsurface conditions just at the test location. For a constructed site it is appropriate and accepted geotechnical practice to extrapolate subsurface conditions between reasonably spaced test core/boring locations only if previous geotechnical/construction testing was performed (per industry standards at the time) and reported. For a previously constructed site, without adequate geotechnical/construction testing quality control, such an extrapolation of subsurface conditions between test locations is likely not appropriate. If any subsurface variations (from the data provided in our summary report) become evident during the course of subsequent geotechnical field testing in the future, a re-evaluation of the opinions, discussions and recommendations contained in our report (and any future reports) will be necessary.

Our summary report and the work and opinions therein, will be exclusively and solely for the use and benefit of the client. No other entities, individuals or companies have the privilege to rely on our work product and opinions to be provided. In no event and under no circumstances shall MEI have any duty or obligation, or liability to any third party or site purchasing party. Our work, opinions, and report will be performed/prepared in accordance with generally accepted geotechnical engineering principles and practices, consistent with the community of geotechnical consultants performing similar type work, with the limitations noted therein. MEI will use that degree of normal care and skill ordinarily exercised under similar circumstances by members of its profession. No other warranties or representations are expressed or implied.

Closing

We appreciate this opportunity to submit this proposal for your review and consideration. For acceptance of this proposal and the attached Standard General Conditions, please sign below and return.

Sincerely,

MORTENSEN ENGINEERING INC



Kevin D. Mathewson, P.E.
Vice-President
Mainfile/proposals/10562.pro.docx
Standard General Conditions
Attachment A



Michael T. Gagne, P.E.
President

Authorized by:

Signature: _____

Name: _____

Title: _____

Date: _____

STANDARD GENERAL CONDITIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 60 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 90 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or

on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation (\$500,000), automobile (\$500,000), general liability (\$1,000,000), umbrella (\$5,000,000) and professional liability (\$1,000,000) insurance limits per claim. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for an additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant. THE CLIENT AGREES THAT PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OF OR AGENT FOR CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation and testing, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.

GEOTECHNICAL ENGINEERING SERVICES**GEOTECHNICAL TESTING - EXISTING FLEXIBLE PAVEMENT SECTION AND SUBGRADE SOILS****NEW RIVER LANDING - PHASE 1, PARCEL D****ESTIMATED SCOPE OF WORK AND TOTAL COST**

Work Item and Description	Quantity	Unit Rate	Total Cost
<u>FIELD WORK</u>			
Mobilization/demobilization of pavement/concrete coring equipment	1	\$550.00 LS	\$550.00
Temporary lane/area closure with MOT (Maintenance of Traffic) - Lane closure signs, cones, flagmen, etc.	1	3,200.00 LS	3,200.00
Pavement Cores (4-inch diameter) - asphalt and base	40	100.00 /core	4,000.00
Auger Borings (per ASTM D-1452) at pavement core locations - 40 borings to 4 feet deep	160	11.00 /foot	1,760.00
Senior Field Geologist - Locate and log cores/borings, collect core/soil samples and groundwater level	4	650.00 /day	2,600.00
<u>LABORATORY TESTING</u>			
Physical Testing for Soil Classification (per ASTM D-2488)	1	700.00 LS	700.00
Fines Content Tests (per ASTM D-1140)	20	65.00 /test	1,300.00
<u>PROFESSIONAL SERVICES</u>			
Senior Project Engineer, PE	5	150.00 /hour	750.00
Project Engineer/Manager	17	110.00 /hour	1,870.00
Drafting and Secretarial Services	14	85.00 /hour	1,190.00
ESTIMATED TOTAL COST:			\$17,920.00

GCGE

September 21, 2023

Inframark Infrastructure Management Services
Cypress Village Clubhouse
5227 Autumn Ridge Drive
Wesley Chapel, FL 33545

Attn: Mr. Mark A. Vega
District Manager

**RE: Proposal for Geotechnical Engineering Services
New River Lakes Phase 1 Parcel D
Pasco County, Florida
GCGE Proposal No. 23-015**

Mr. Vega:

Gulf Coast Geotechnical Engineering, LLC (GCGE) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the residential development.

Project Information

The project, as we understand it, consists of pavement evaluation of approximately 12,000 feet of residential roadway in New River Lakes residential development in Pasco County, Florida. Based on a conversation with BDI Engineering, the existing pavement is showing areas of distress.

Scope of Services

The objective of this study will be to obtain information concerning pavement and subsurface conditions at the site in order to base engineering estimates and recommendations in each of the following areas:

1. Identification of existing pavement section including asphalt and base thickness and subgrade material.
2. General location and description of potentially deleterious materials which may interfere with the pavement performance including unsuitable subgrade material, organics, construction debris, etc.
3. Identification of groundwater levels and estimating the seasonal high groundwater table (SHGWT) (if identifiable).

**Proposal for Geotechnical Engineering Services
New River Lakes Phase 1 Parcel D
Pasco County, Florida
GCGE Proposal No. 23-015**

Page 2 of 4

4. Suitability of materials found onsite, which might be excavated or moved during site grading, for use as structural fill or general backfill.

In order to meet the preceding objectives, we propose to provide the following services:

1. Execute a program of subsurface exploration consisting of borings, subsurface sampling, and field testing. We plan to perform forty (40) 4" pavement cores at approximate intervals of 300' with emphasis on areas with visible distress. We proposed to perform forty (40) hand auger borings at the coring locations to more accurately estimate the SHGWT and depth to the water table. The hand auger borings are anticipated to be on the order of 5 feet in depth.
2. Visually classify the samples in the laboratory using the Unified Soil Classification System (USCS). Perform laboratory classification tests to confirm the visual classifications. Identify conditions at each boring location.
3. Prepare a formal engineering report in accordance with the scope of services herein that summarizes the course of study pursued, the field data generated, subsurface conditions encountered and our engineering recommendations in each of the pertinent topic areas.

Proposal for Geotechnical Engineering Services
New River Lakes Phase 1 Parcel D
Pasco County, Florida
GCGE Proposal No. 23-015
Page 3 of 4

Service Fee

A lump sum fee of \$12,400.00 is proposed to perform the geotechnical investigation. We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule or cost of services occur.

The proposal is based on the assumption that the site is accessible to our truck-mounted equipment and that no hazardous materials exist on-site that would impact our investigation. We appreciate the opportunity to offer our services to you. We look forward to working with you during the design phase. If this proposal is acceptable, please sign the following page as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

Gulf Coast Geotechnical Engineering, LLC

A handwritten signature in black ink, appearing to read 'Jon D. Meade', is written over a faint, illegible printed name.

Jon D. Meade, P.E.
Principal Geotechnical Engineer

Proposal for Geotechnical Engineering Services
New River Lakes Phase 1 Parcel D
Pasco County, Florida
GCGE Proposal No. 23-015
Page 4 of 4

AUTHORIZED BY:
Name/Company:
Title:
Signature:
Date:



New River Community Development District Waterway Inspection Report

Reason for Inspection:
Quality Assurance

Inspection Date:

9/26/2023

Prepared for:
New River
Community Development District

Prepared by:
Tom Donaghy, Service Manager
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



Waterway Inspection Report | Page 1

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Site Map 7



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Site Assessments**Pond 1****Comments:**

Normal Growth Observed

Torpedograss observed and treated.
Positive results achieved from previous
treatments in September.

**Pond 2****Comments:**

Normal Growth Observed

Algae and Torpedograss observed and
treated. Also observed defoliated
Yellow Nutsedge as a result of previous
treatments.



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Waterway Inspection Report | Page 3

Site Assessments**Pond 3****Comments:**

Normal Growth Observed

Trace amount of Torpedograss observed and treated.

**Pond 4****Comments:**

Normal Growth Observed

Torpedograss and Algae observed and treated. Previous treatments targeting the invasive shoreline weeds producing positive results.



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Site Assessments

Pond 5

Comments:

Normal Growth Observed

Algae observed and treated.



Pond 6

Comments:

Normal Growth Observed

Torpedograss observed and treated.



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Waterway Inspection Report | Page 5

Site Assessments

Pond 7

Comments:

Normal Growth Observed

Algae observed and treated.



Pond 8

Comments:

Normal Growth Observed

Torpedograss and Algae observed and treated.



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Site Assessments**Pond 9****Comments:**

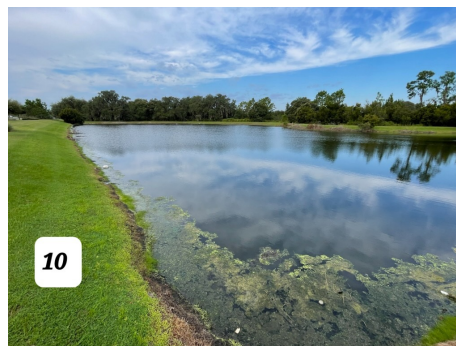
Normal Growth Observed

Torpedograss and Algae observed and treated. Positive results achieved from previous treatments targeting the Yellow Nutsedge .

**Pond 10****Comments:**

Normal Growth Observed

Algae observed and treated multiple times in September.



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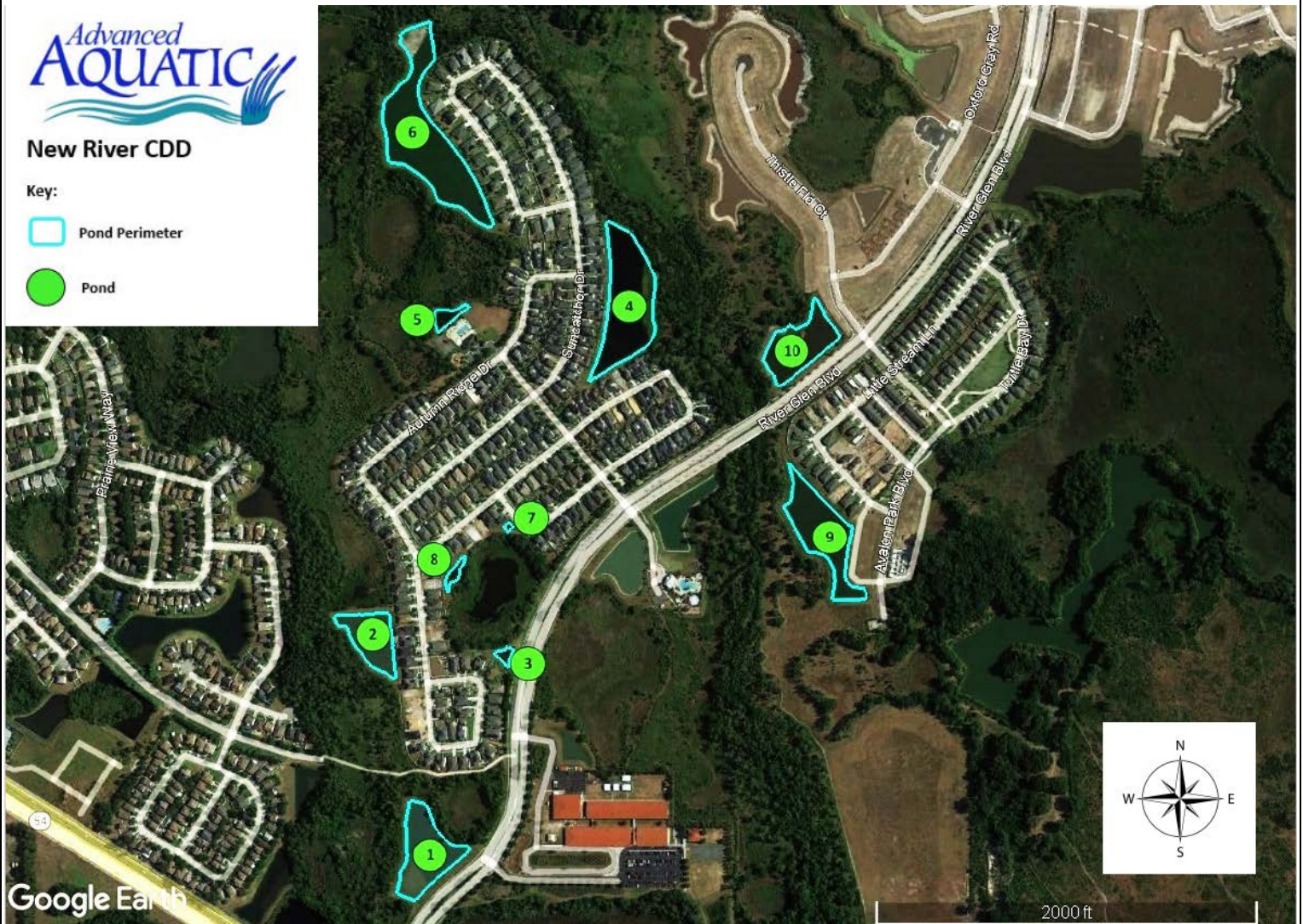
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Map



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RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the New River Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing a Secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT:

1. District Officers. The District officers are as follows:

_____	is appointed Chairperson.
_____	is appointed Vice-Chairperson.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
<u>Mark Vega</u>	is appointed Secretary.
<u>Stephen Bloom</u>	is appointed Treasurer.
_____	is appointed Assistant Treasurer.

2. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Adopted this 9th day of October 2023.

Attest:

New River Community Development District

Secretary/Assistant Secretary

Chair of the Board of Supervisors