New River Community Development District

Board of Supervisors

Jeff Smith, Chairman David Lione, Vice Chairman Jordan Alexander, Assistant Secretary Russ Mercier, Assistant Secretary Ryan Thomas, Assistant Secretary **District Staff**

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

Meeting Agenda

January 8, 2024 at 5:00 p.m.

- 1. Call to Order/Roll Call
- 2. Audience Comments
- 3. Consent Agenda
 - A. Approval of the December 11, 2023 Meeting Minutes (Page 2)
 - B. Financials Dated November 2023 (Page 4)
 - C. Ratification of Consensus Not to Exceed \$8,000 on Soil Stabilization Around Pool Shell
 - D. Ratification of Consensus on the Pond Easement Agreement with APW HOA (Page 20)

4. Staff Reports

- A. District Engineer
- B. District Counsel
- C. Landscape & Irrigation Maintenance
- D. Aquatic Maintenance (Page 29)
- E. District Manager
- F. Field Manager
- 5. Supervisors' Requests and New Business
- 6. Adjournment

*Next Regular Workshop is January 22, 2024 at 5:30 p.m. and next Regular Meeting is February 12, 2024 at 5:00 p.m.

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 Monday, December 11, 2023 at 5:03 p.m. at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida.

Present and constituting a quorum were:

Jeff SmithChairmanDavid LioneVice ChairmanJordan AlexanderAssistant SecretaryRuss MercierAssistant SecretaryRyan ThomasAssistant Secretary

Also present were:

Lisa Castoria District Manager

Robert Dvorak District Engineer (Via Telephone)

Bech Spaw Onsite Manager

Audience Members

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

• There were questions regarding deputy presence.

THIRD ORDER OF BUSINESS

Consent Agenda

- A. Approval of the November 13, 2023 Meeting Minutes
- B. Financials Dated October 2023

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

FOURTH ORDER OF BUSINESS

Staff Reports

- A. District Engineer
- Service request for bridge work was resubmitted.
- Marking at entrance is not complete. Mr. Dvorak will follow up.
- A meeting with Public Works to discuss transition of Hawthorne Road to the County was requested.

B. District Counsel

• There being no report, the next item of business followed.

C. Landscape & Irrigation Maintenance

• This item was tabled.

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 is great improvement.
- The Board would like to know how much trash is being collected by Advanced Aquatic.

E. District Manager

i. Discussion of Cooper Pools Inc. Repairs

On MOTION by Mr. Alexander seconded by Mr. Lione with all in favor the proposal from Cooper Pools, Inc. was approved. 5-0

FIFTH ORDER OF BUSINESS

Old Business

• There being none, the next order of business followed.

SIXTH ORDER OF BUSINESS

Supervisors' Requests and New Business

The following requests were made:

- Swap out broken styrofoam bowls at the front.
- Proposal from Golden Eye for video surveillance.
- Proposal for LED streetlights.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Lione seconded by Mr. Mercier with all in favor the meeting was adjourned at 5:40 p.m.

Mark Vega, Secretary	

New River Community Development District

Financial Report

November 30, 2023

Prepared by



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New River Community Development District

Financial Statements

(Unaudited)

November 30, 2023

Balance Sheet

November 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND		S 2010 DEBT VICE FUND	SERIES 2020 DEBT SERVICE FUND			TOTAL
<u>ASSETS</u>							
Cash - Checking Account	\$	167,665	\$ -	\$	-	\$	167,665
Due From Other Funds		-	28,011		25,660		53,671
Investments:							
Money Market Account		333,890	-		-		333,890
Prepayment Fund (A-2)		-	1,694		-		1,694
Prepayment Fund (B-2)		-	1,260		-		1,260
Remedial Indenture (A-2)		-	94,313		-		94,313
Reserve Fund (A-2)		-	152,533		-		152,533
Reserve Fund (B-2)		-	18,597		-		18,597
Revenue Fund (A-2)		-	241		-		241
Revenue Fund (B-2)		-	336		-		336
Senior Reserve Fund (A-1)		-	-		99,381		99,381
Subordianate Reserve Fund (A-1)		-	-		8,550		8,550
Subordinate Prepayment Fund (A-1)		-	-		990		990
Deposits		5,250	-		-		5,250
TOTAL ASSETS	\$	506,805	\$ 296,985	\$	134,581	\$	938,371
Accounts Payable Accrued Expenses Due To Developer Deposits Deferred Revenue	\$	45,513 35,643 13,258 100	\$ - - - 340,438	\$	- - -	\$	45,513 35,643 13,258 100 340,438
Due To Other Funds TOTAL LIABILITIES		53,671 148,185	340,438		-		53,671 488,623
FUND BALANCES Nonspendable: Deposits Restricted for: Debt Service Assigned to: Operating Reserves Reserves - Buildings Unassigned:		5,250 - 159,002 131,734 62,634	- - - (43,453)		- 134,581 - - -		5,250 134,581 159,002 131,734 19,181
TOTAL FUND BALANCES	\$	358,620	\$ (43,453)	\$	134,581	\$	449,748
TOTAL LIABILITIES & FUND BALANCES	\$	506,805	\$ 296,985	\$	134,581	\$	938,371

	· ·			
ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 3,066	0.00%	\$ 1,435
Room Rentals	2,000	225	11.25%	150
Special Assmnts- Tax Collector	689,538	56,697	8.22%	56,697
Special Assmnts- CDD Collected	142,298	-	0.00%	-
Special Assmnts- Discounts	(27,582)	(2,297)	8.33%	(2,297)
TOTAL REVENUES	806,254	57,691	7.16%	55,985
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	8,800	2,800	31.82%	2,800
FICA Taxes	673	214	31.80%	214
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	5,000	2,975	59.50%	1,460
ProfServ-Legal Services	15,000	615	4.10%	615
ProfServ-Mgmt Consulting	41,399	6,900	16.67%	3,450
ProfServ-Trustee Fees	11,000	-	0.00%	-
Auditing Services	6,500	-	0.00%	-
Email Maintenance	2,000	-	0.00%	-
Contract-Website Hosting	1,579	1,563	98.99%	26
Miscellaneous Mailings	2,472	54	2.18%	29
Public Officials Insurance	2,905	3,069	105.65%	3,069
Legal Advertising	2,000	-	0.00%	-
Misc-Property Taxes	550	511	92.91%	511
Misc-Assessment Collection Cost	13,791	1,088	7.89%	1,088
Tax Collector/Property Appraiser Fees	150	193	128.67%	193
Dues, Licenses, Subscriptions	325	175	53.85%	
Total Administration	120,344	20,157	16.75%	13,455
Electric Utility Services				
Utility - Irrigation	3,500	60	1.71%	(69)
Street Lights	45,084	6,802	15.09%	3,628
Total Electric Utility Services	48,584	6,862	14.12%	3,559
Garbage/Solid Waste Services				
Solid Waste Assessment	335	215	64.18%	215
Total Garbage/Solid Waste Services	335	215	64.18%	215

NEW RIVER

Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	NOV-23
ACCOUNT DESCRIPTION	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
Water-Sewer Comb Services				
Utility Services	22,250	4,479	20.13%	2,534
Total Water-Sewer Comb Services	22,250	4,479	20.13%	2,534
Stormwater Control				
Stormwater Assessment	562	-	0.00%	-
Conservation & Wetlands	8,500	5,984	70.40%	5,984
Aquatic Maintenance	17,500	2,730	15.60%	1,820
Total Stormwater Control	26,562	8,714	32.81%	7,804
Other Physical Environment				
Contracts-Landscape	189,000	30,000	15.87%	15,000
Insurance - Property	8,250	7,188	87.13%	(6,445)
Insurance - General Liability	724	3,376	466.30%	3,376
Landscape Replacement	60,000	35,411	59.02%	510
Irrigation Repairs & Replacement	10,000	16,212	162.12%	15,644
Holiday Decoration	2,650	2,650	100.00%	2,650
Reserve	169,200	5,015	2.96%	5,015
Total Other Physical Environment	439,824	99,852	22.70%	35,750
Contingency				
Misc-Contingency	19,902		0.00%	-
Total Contingency	19,902	-	0.00%	-
Road and Street Facilities				
Pressure Cleaning	13,500	-	0.00%	-
R&M-Sidewalks	1,500	-	0.00%	-
R&M-Street Signs	1,500	-	0.00%	-
Roadway Repair & Maintenance	5,000	-	0.00%	-
Total Road and Street Facilities	21,500		0.00%	-
Parks and Recreation				
Payroll-Salaries	34,074	5,613	16.47%	2,129
Clubhouse - Facility Janitorial Service	3,214	550	17.11%	275
Pest Control	425	-	0.00%	-
Contracts-Pools	18,000	3,000	16.67%	1,500
Telephone/Fax/Internet Services	3,000	310	10.33%	155
Utility - Recreation Facilities	6,600	1,086	16.45%	522

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	AR TO DATE ACTUAL	YTD ACTU AS A % O ADOPTED E	F	_	OV-23 TUAL
Utility - Fountains		3,750	91	2.	43%		45
R&M-Clubhouse		10,000	4,743	47.	43%		4,743
R&M-Fountain		5,000	-	0.	00%		-
R&M-Parking Lots		1,500	-	0.	00%		-
R&M-Pools		2,500	342	13.	68%		75
Athletic/Park Court/Field Repairs		1,500	-	0.	00%		-
Amenity Maintenance & Repairs		5,000	-	0.	00%		(93)
Facility A/C & Heating Maintenance & Repair		1,500	-	0.	00%		-
Security System Monitoring & Maint.		2,500	756	30.	24%		378
Entry & Walls Maintenance		2,000	-	0.	00%		-
Access Control Maintenance & Repair	2,500		1,628	65.	12%		1,509
Miscellaneous Expenses	1,500		1,016	67.	73%		900
Office Supplies	250		-	0.	00%		-
Clubhouse - Facility Janitorial Supplies		400	-	0.	00%		-
Facility Supplies		1,000	129	12.	90%		-
Dog Waste Station Service & Supplies		240	-	0.	00%		-
Pool Permits		500	-	0.0	00%		
Total Parks and Recreation		106,953	 19,264	18.	01%		12,138
TOTAL EXPENDITURES		806,254	159,543	19.	79%		75,455
Excess (deficiency) of revenues							
Over (under) expenditures		-	 (101,852)	0.	00%		(19,470)
Net change in fund balance	\$		\$ (101,852)	0.	00%	\$	(19,470)
FUND BALANCE, BEGINNING (OCT 1, 2023)		420,328	420,328				
FUND BALANCE, ENDING	\$	420,328	\$ 318,476				

ACCOUNT DESCRIPTION	Al	ANNUAL DOPTED BUDGET	Υ	EAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD		NOV-23 ACTUAL
REVENUES							
Interest - Investments	\$	-	\$	2,996	0.00%	\$	1,609
Special Assmnts- Tax Collector		230,014		19,582	8.51%		19,582
Special Assmnts- CDD Collected		760,884		-	0.00%		-
Special Assmnts- Discounts		(9,201)		(793)	8.62%		(793)
TOTAL REVENUES		981,697		21,785	2.22%		20,398
<u>EXPENDITURES</u>							
<u>Administration</u>							
Misc-Assessment Collection Cost		4,600		376	8.17%		376
Total Administration		4,600		376	8.17%		376
<u>Debt Service</u>							
Principal Debt Retirement		285,000		-	0.00%		-
Interest Expense Series A		415,725		199,669	48.03%		199,669
Interest Expense Series B		286,125		143,063	50.00%		143,063
Total Debt Service	986,850		342,732		34.73%		342,732
TOTAL EXPENDITURES		991,450		343,108	34.61%		343,108
Excess (deficiency) of revenues							
Over (under) expenditures		(9,753)		(321,323)	3294.61%		(322,710)
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)	\$	(321,323)	3294.61%	\$	(322,710)
FUND BALANCE, BEGINNING (OCT 1, 2023)		278,141		278,141			
FUND BALANCE, ENDING	\$	268,388	\$	(43,182)			

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET	ΥI	EAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD		NOV-23 ACTUAL
REVENUES							
Interest - Investments	\$	-	\$	990	0.00%		524
Special Assmnts- Tax Collector		238,147		18,913	7.94%		18,913
Special Assmnts- Discounts		(9,526)		(766)	8.04%		(766)
TOTAL REVENUES		228,621		19,137	8.37%		18,671
<u>EXPENDITURES</u>							
<u>Administration</u>							
Misc-Assessment Collection Cost		4,763		363	7.62%		363
Total Administration		4,763		363	7.62%		363
Debt Service							
Principal Debt Retirement		125,000		-	0.00%		-
Interest Expense		91,763		48,238	52.57%		48,238
Total Debt Service	216,763		48,238		22.25%		48,238
TOTAL EXPENDITURES		221,526		48,601	21.94%		48,601
Excess (deficiency) of revenues							
Over (under) expenditures		7,095		(29,464)	-415.28%		(29,930)
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance		7,095		-	0.00%		-
TOTAL FINANCING SOURCES (USES)		7,095		-	0.00%		-
Net change in fund balance	\$	7,095	\$	(29,464)	-415.28%	\$	(29,930)
FUND BALANCE, BEGINNING (OCT 1, 2023)		168,698		168,698			
FUND BALANCE, ENDING	\$	175,793	\$	139,234			

New River Community Development District

Supporting Schedules

November 30, 2023

Community Development District

Monthly Collection Report For the Fiscal Year Ending September 30, 2024

								AL	LO	CATION BY FU	ND	
Date Received		et Amount Received	(P	scount / enalties) Amount	(Collection Costs	Gross Amount Received	General Fund		eries 2010 A-2 Debt Service Fund		eries 2020 A-1 Debt Service Fund
Assessments Allocation %	Levi	ed FY24					\$ 1,157,698 100%	\$ 689,538 60%	\$	238,147 21%	\$	230,014 20%
11/07/23	\$	3,685	\$	208	\$	75	\$ 3,969	\$ 2,364	\$	816	\$	788
11/14/23	\$	35,620	\$	1,514	\$	727	\$ 37,862	\$ 22,551	\$	7,788	\$	7,522
11/21/23	\$	22,017	\$	936	\$	449	\$ 23,402	\$ 13,939	\$	4,814	\$	4,650
11/29/23	\$	28,186	\$	1,198	\$	575	\$ 29,960	\$ 17,844	\$	6,163	\$	5,952
TOTAL	\$	89,508	\$	3,857	\$	1,827	\$ 95,192	\$ 56,697	\$	19,582	\$	18,913
% COLLECTI	ED						8%	8%		8%		8%
TOTAL OUT	STA	NDING					\$ 1,062,506	\$ 632,840	\$	218,565	\$	211,101

Cash and Investment Report

November 30, 2023

Account Name	Bank Name	<u>Yield</u>	Balance
GENERAL FUND			
Checking Account - Operating New	Bank United	-	\$167,665
Money Market Account - Operating	Valley Bank	5.38%	333,890
		•	501,556
DEBT SERVICE FUNDS			
Series 2010 Prepayment Fund A-2	US Bank	5.30%	1,694
Series 2010 Prepayment Fund B-2	US Bank	5.30%	1,260
Series 2010 Remedial Expenditure A-2	US Bank	5.30%	94,313
Series 2010 Reserve Fund A-2	US Bank	5.30%	152,533
Series 2010 Reserve Fund B-2	US Bank	5.30%	18,597
Series 2010 Revenue Fund A-2	US Bank	5.30%	241
Series 2010 Revenue Fund B-2	US Bank	5.30%	336
	Subto	otal Fund 201	268,975
Series 2020 Senior Reserve Fund A-1	US Bank	4.97%	99,381
Series 2020 Sub Reserve Fund A-1	US Bank	4.97%	8,550
Series 2020 Sub Prepayment Fund A-1	US Bank	4.97%	990
	Subto	otal Fund 202	108,921
		Subtotal DS	377,896
		Total	\$879,451

New River CDD

Bank Reconciliation

Bank Account No. 6620 BankUnited GF

 Statement No.
 11-23

 Statement Date
 11/30/2023

181,065.63	Statement Balance	167,665.18	G/L Balance (LCY)
0.00	Outstanding Deposits	167,665.18	G/L Balance
		0.00	Positive Adjustments
181,065.63	Subtotal		=
13,400.45	Outstanding Checks	167,665.18	Subtotal
0.00	Differences	0.00	Negative Adjustments
	-		=
167,665.18	Ending Balance	167,665.18	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng 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
11/16/2023	Payment	2504	DCSI INC	378.00	0.00	378.00
11/27/2023	Payment	2507	MIKE FASANO, PASCO COUNTY TAX COLL	215.00	0.00	215.00
11/27/2023	Payment	2508	RAINMAKER IRRIGATION	3,475.21	0.00	3,475.21
11/27/2023	Payment	2509	WILDLANDS CONSERVATION INC	5,984.00	0.00	5,984.00
11/30/2023	Payment	2510	RUSSELL D. MERCIER	369.40	0.00	369.40
11/24/2023	Payment	DD430	Payment of Invoice 001445	495.34	0.00	495.34
Tota	ıl Outstanding	Checks		13,400.45		13,400.45
1012	ii Outstanunig	OHECKS		13,700.43		13,400.43

New River Community Development District

Check Register

11/1/2023 - 11/30/2023

NEW RIVER

Community Development District

Payment Register by Fund For the Period from 11/01/23 to 11/30/23 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
GENI	GENERAL FUND - 001								
001	103	11/29/23	NEW RIVER CDD	11102023 7010	TRANSFER FROM MMA TO GF	Cash with Fiscal Agent	103000	\$85,000.00	
001	2496	11/03/23	DEPARTMENT OF ECONOMIC OPPORTUNITY	88864	FY 23-24 FILLING FEES	MISC-DISTRICT FILING FEES	549007-51301	\$175.00	
001	2497	11/03/23	ADVANCED AQUATIC SERVICES INC	10551436	LAKE MAINTENANCE	Contracts-Pools	534078-54100	\$910.00	
001	2497		ADVANCED AQUATIC SERVICES INC	10551081	LAKE MAINT	Contracts-Pools	534078-54100	\$910.00	
001	2497		ADVANCED AQUATIC SERVICES INC	10550611	LAKE MAINTENANCE	Contracts-Pools	534078-54100	\$910.00	
001	2498		BRLETIC DVORAK, INC	1269	ENGENEERING SRVCS 10/3-10/27/23	ProfServ-Engineering	531013-51501	\$1,515.00	
001	2499		RAINMAKER IRRIGATION	44883	REMOVAL AND DISPOSAL OF OLD PLANTS/MISC IRR REPAIR	Landscape Replacement	546338-53908	\$33,701.00	
001	2499		RAINMAKER IRRIGATION	44893	IRR RPRS 10/17/23	Irrigation Repairs & Replacem.	546932-53908	\$568.20	
001	2499		RAINMAKER IRRIGATION	44930	Installation seasonal annuals	Landscape Replacement	546338-53908	\$1,200.00	
001	2500		ALL DONE SERVICES, INC	247	CLUBHOUSE CLEANING SERV FOR OCT 2023	Clubhouse - Facility Janitorial Service	531131-57201	\$275.00	
001	2501		COMPLETE I.T.	11969	EMAIL SERVICES NOV 2023	Access Control Maintenance & Repair	546998-57201	\$119.60	
001	2502	11/13/23		8-298-68701	10/20/23 FEDEX SHIPMENT	Miscellaneous Mailings	541030-51301	\$25.36	
001	2503		INFRAMARK, LLC	103651	OCT 2023 MANGT FEE	ProfServ-Mgmt Consulting Serv	531027-51301	\$3,449.92	
001	2504		DCSI INC	31384	ACCESS SYSTEM - SERVICE	Security System Monitoring & Maint.	546479-57201	\$378.00	
001	2505		RAINMAKER IRRIGATION	44998	IRR REPAIRS 11/2/23	Irrigation Repairs & Replacem.	546932-53908	\$340.00	
001	2505		RAINMAKER IRRIGATION	44968	NOV 2023 LANDSCAPE SRVC	Contracts-Landscape	534050-53908	\$15,000.00	
001	2505		RAINMAKER IRRIGATION	45013	ANNUAL POTTING SOIL INSTALLATION ON 10/27/23	Landscape Maintenance	546300-53908	\$510.00	
001 001	2506 2507		STRALEY ROBIN VERICKER MIKE FASANO, PASCO COUNTY TAX COLLECTOR	23828 RIVER-110323	PROFESSIONAL SERVICES RENDERED 9/25-10/10/23	ProfServ-Legal Services Solid Waste Assessment	531023-51401	\$615.00	
001	2507	11/27/23	RAINMAKER IRRIGATION	45025	2023 SOLID WASTE ASSESSMENT IRR RPRS ON 10/24/23	Irrigation Repairs & Replacem.	549146-53401 546932-53908	\$215.00 \$2,082.96	
001	2508		RAINMAKER IRRIGATION	45029	IRR RPRS ON 10/24/23	Irrigation Repairs & Replacem.	546932-53908	\$1,392.25	
001	2509		WILDLANDS CONSERVATION INC	3756	ANNUAL MONITORING REPORT	Conservation & Wetlands	546958-53805	\$5,984.00	
001	DD410		FRONTIER ACH	101323-210-5	SRVC PRD 10/13-11-12/23	Telephone/Fax/Internet Services	541009-57201	\$154.99	
001	DD410 DD423	11/06/23	PASCO COUNTY UTILITIES SERVICES	101923 ACH	SRVC PRD 9/11-10/11/23	Utility Services	543063-53601	\$132.60	
001	DD424		PASCO COUNTY UTILITIES SERVICES	102623	SRVC PRD 9/12-10/12/23	Utility Services	543063-53601	\$2,155.46	
001	DD429		CARDMEMBER SERVICE	3230-101723 ACH	OKVO 1 KB 0/12 10/12/20	RACETRAC	549999-57201	\$45.82	
001	DD429	11/15/23	CARDMEMBER SERVICE	3230-101723 ACH		WALMART	552159-57201	\$47.03	
001	DD429	11/15/23	CARDMEMBER SERVICE	3230-101723 ACH		LOWES	546176-57201	\$76.42	
001	DD429		CARDMEMBER SERVICE	3230-101723 ACH		RACETRAC	549999-57201	\$35.02	
001	DD429	11/15/23	CARDMEMBER SERVICE	3230-101723 ACH		HOME DEPOT	546176-57201	\$7.73	
001	DD429	11/15/23	CARDMEMBER SERVICE	3230-101723 ACH		WALMART	552159-57201	\$37.65	
001	DD429	11/15/23	CARDMEMBER SERVICE	3230-101723 ACH		WALMART	552159-57201	\$43.82	
001	DD429	11/15/23	CARDMEMBER SERVICE	3230-101723 ACH		HOME DEPOT	546176-57201	\$8.50	
001	DD429	11/15/23	CARDMEMBER SERVICE	3230-101723 ACH		RACETRAC	549999-57201	\$35.14	
001	DD430	11/24/23	WITHLACOOCHEE RIVER ELECTRIC	110823ACH	SERVICES DATES 10/5-11/3/23	Street Lights	543057-53100	\$453.98	
001	DD430	11/24/23	WITHLACOOCHEE RIVER ELECTRIC	110823ACH	SERVICES DATES 10/5-11/3/23	Utility - Irrigation	543014-53100	\$41.36	
001	DD433	11/24/23	WITHLACOOCHEE RIVER ELECTRIC	120123	SRVC PRD 10/5-11/03/23	Street Lights	543057-53100	\$3,174.10	
001	DD433	11/24/23	WITHLACOOCHEE RIVER ELECTRIC	120123	SRVC PRD 10/5-11/03/23	Utility - Irrigation	543014-51300	\$129.73	
001	DD433		WITHLACOOCHEE RIVER ELECTRIC	120123	SRVC PRD 10/5-11/03/23	Utility - Recreation Facilities	543079-57201	\$522.03	
001	DD433	11/24/23	WITHLACOOCHEE RIVER ELECTRIC	120123	SRVC PRD 10/5-11/03/23	Utility - Fountains	543085-57201	\$45.44	
001	2494		RUSSELL D. MERCIER	PAYROLL	November 06, 2023 Payroll Posting			\$184.70	
001	DD405	11/06/23	JEFFREY D. SMITH	PAYROLL	November 06, 2023 Payroll Posting			\$184.70	
001	DD406	11/06/23	JORDAN M. ALEXANDER	PAYROLL	November 06, 2023 Payroll Posting			\$184.70	
001	DD407	11/06/23	DAVID S LIONE	PAYROLL	November 06, 2023 Payroll Posting			\$184.70	
001	2510	11/30/23	RUSSELL D. MERCIER	PAYROLL	November 30, 2023 Payroll Posting			\$369.40	
001	DD418	11/30/23	RYAN THOMAS	PAYROLL	November 30, 2023 Payroll Posting			\$369.40	
001	DD419		JEFFREY D. SMITH	PAYROLL	November 30, 2023 Payroll Posting			\$369.40	
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NEW RIVER

Community Development District

Payment Register by Fund For the Period from 11/01/23 to 11/30/23 (Sorted by Check / ACH No.)

	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD420	11/30/23	JORDAN M. ALEXANDER	PAYROLL	November 30, 2023 Payroll Posting			\$369.40
001	DD421	11/30/23	DAVID S LIONE	PAYROLL	November 30, 2023 Payroll Posting			\$369.40
							Fund Total	\$165,008.91

Total Checks Paid \$165,008.91

This instrument was prepared by and upon recording should be returned to:

Jere Earlywine Kutak Rock, LLP P.O. Box 10230 Tallahassee, Florida 32302

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. BENEFICIARIES.** This Agreement shall be for the benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.
- **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.

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.

- **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: Address:	Name:
By: Name: Address:	
STATE OFCOUNTY OF	
day of, 2023, by	ore me by means of \square physical presence or \square online notarization, this, as of NEW RIVER COMMUNITY s day in person, and who is either personally known to me, or produced
	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:	
STATE OFCOUNTY OF	
day of, 2023, by	ore me by means of \square physical presence or \square online notarization, this as of AVALON PARK WEST ore me this day in person, and who is either personally known to me, or
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

That certain portion of Tract B-2 Drainage Area of the plat entitled *Avalon Park West Parcel E Phase 1*, as recorded in Plat Book 75, Pages 81-92, of the Official Records of Pasco County, Florida, including the pond and pond bank buffers, depicted below:

AVALON PARK WEST PARCEL E PHASE 1 LYING IN SECTIONS 11, 12, 13 AND 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA PASCO COUNTY HORIZONTAL CONTROL MONUMENT "131 122" N: 1425626.0820 E: 560141.6550 NEW RIVER LAKES PHASE 1 PARCEL "D" PARTIAL REPLAT (PLAT BOOK 68, PAGES 119-124) UNPLATTED A A TRACT "B-2" TRACT "B-2" SEE NORTH KEY SHEET ON SHEET 4 CONSERVATION EASEMENT PARCEL 5 (O.R. 7351, PAGE 1304) UNPLATTED UNPLATTED 2664.57 UNPLATTED TRACT "B-1"

Together with:

NEW RIVER LAKES CDD CONVEYANCE PARCEL 1-1

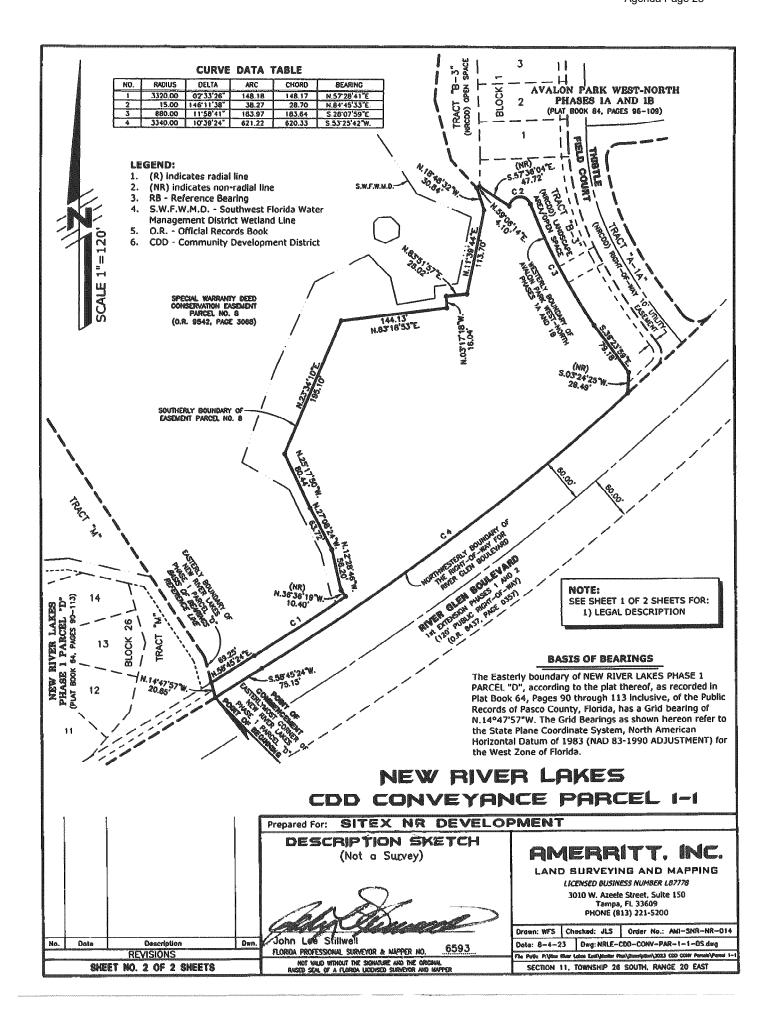
DESCRIPTION: A parcel of land lying in Section 11, Township 26 South, Range 20 East, Pasco County, Florida and being more particularly as described as follows:

COMMENCE at the Easterlymost corner of NEW RIVER LAKES PHASE 1 PARCEL "D", according to the plat thereof, as recorded in Plat Book 64, Pages 90 through 113 inclusive, of the Public Records of Pasco County, Florida, also being a point on the Northwesterly boundary of the right-of-way for RIVER GLEN BOULEVARD, as recorded in Official Records Book 8437, Page 357, of the Public Records of Pasco County, Florida, for a POINT OF BEGINNING, run thence along the Easterly boundary of said NEW RIVER LAKES PHASE 1 PARCEL "D", N.14°47'57"W., 20.85 feet to a point on the Southerly boundary of Special Warranty Deed to New River Community Development District, Easement Parcel No. 8, as recorded in Official Records Book 9542, Page 3068, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of Special Warranty Deed to New River Community Development District, Easement Parcel No. 8, the following twelve (12) courses: 1) N.58°45'24"E., 69.25 feet to a point of curvature; 2) Northeasterly, 148.18 feet along the arc of a curve to the left having a radius of 3320.00 feet and a central angle of 02°33'26" (chord bearing N.57°28'41"E., 148.17 feet); 3) N.36°36'19"W., 10.40 feet; 4) N.12°28'46"W., 56.20 feet; 5) N.27°08'24"W., 63.72 feet; 6) N.25°17'50"W., 80.44 feet; 7) N.23°34'10"E., 195.10 feet; 8) N.83°18'53"E., 144.13 feet; 9) N.03°17'18"W., 16.04 feet; 10) N.83°51'57"E., 28.02 feet; 11) N.11°39'44"E., 113.70 feet; 12) N.18°48'32"W., 30.84 feet to a point on the Westerly boundary of AVALON PARK WEST - NORTH PHASES 1A AND 1B, according to the plat thereof, as recorded in Plat Book 84, Pages 96 through 109 inclusive, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of AVALON PARK WEST - NORTH PHASES 1A AND 1B, the following six (6) courses: 1) N.59°06'14"E., 4.10 feet; 2) S.57°36'04"E., 47.72 feet to a point on a curve; 3) Easterly, 38.27 feet along the arc of a curve to the right having a radius of 15.00 feet and a central angle of 146°11'38" (chord bearing N.84°45'33"E., 28.70 feet) to a point of reverse curvature; 4) Southeasterly, 183.97 feet along the arc of a curve to the left having a radius of 880.00 feet and a central angle of 11°58'41" (chord bearing S.28°07'59"E., 183.64 feet); 5) S.36°23'59"E., 79.18 feet; 6) S.03°24'25"W., 28.49 feet to a point on a curve on the aforesaid Northwesterly boundary of the right-of-way for RIVER GLEN BOULEVARD; thence along said Northwesterly boundary of the right-of-way for RIVER GLEN BOULEVARD, the following two (2) courses: 1) Southwesterly, 621.22 feet along the arc of a curve to the right having a radius of 3340.00 feet and a central angle of 10°39'24" (chord bearing S.53°25'42"W., 620.33 feet) to a point of tangency; 2) S.58°45'24"W., 75.15 feet to the POINT OF BEGINNING.

Containing 3.113 acres, more or less.

NEW RIVER LAKES CDD CONVEYANCE PARCEL 1-1







New River Community Development District Waterway Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

12/15/2023

Prepared for:

New River Community Development District

Prepared by:

Stephen Roehm - Lead Aquatic Tech. & Asst. Service Mgr. Savannah Berger - Aquatic Consultant & Biologist

www.AdvancedAquatic.com lakes@advancedaquatic.com

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Site Assessments

Pond 1

Comments:

Site Looks Good

Applied pre-emergent to exposed shoreline banks to prevent any invasive or exotic weeds from popping up. We will continue to monitor this pond on each visit. Some trash was removed from the pond.

Algae treated last visit and no longer present.





Pond 2

Comments:

Normal Growth Observed

Shoreline grass treatment took place today along with trash removal.

Duckweed and algae was treated on the previous visit and is no longer present.





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Site Assessments

Pond 3

Comments:

Site Looks Good

Trash removed from pond.

Algae treated last visit and is no longer present.





Pond 4

Comments:

Treatment In Progress

As you can see, invasive weeds and torpedo grass are browning and will continue to breakdown and decompose.

Azolla and duckweed were treated on the previous visit and are no longer visible.

Trash removed from pond.

(Pictures taken on backside of pond.)





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Site Assessments

Pond 5

Comments:

Treatment In Progress

Minimal algae present and treated. Pond water continues to lower. Pre-emergent applied to exposed shoreline banks.

Trash removed from pond.





Pond 6

Comments:

Site Looks Good

We will continue to monitor this pond on each visit.

Trash removed from pond.





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Site Assessments

Pond 7

Comments:

Site Looks Good

We will continue to monitor this pond on each visit.

Trash removed from pond.





Pond 8

Comments:

Normal Growth Observed

Invasive grass treatment in progress.





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Site Assessments

Pond 9

Comments:

Normal Growth Observed

Shoreline grasses and invasive weeds were treated.

Algae and duckweed treated last visit and is no longer present.

Trash removed from pond.





Pond 10

Comments:

Normal Growth Observed

Algae and duckweed treated last visit and is no longer present.

Trash removed from pond.





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Map



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