

# ***New River Community Development District***

**February 16, 2026**

**Agenda Package**

2005 PAN AM CIRCLE, SUITE 300  
TAMPA, FL 33706

**CLEAR PARTNERSHIPS**



**COLLABORATION**



**LEADERSHIP**



**EXCELLENCE**



**ACCOUNTABILITY**



**RESPECT**

# 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

## Staff:

Mark Vega & John Weaver, District Manager  
Vivek Babbar, District Counsel  
Robert Dvorak & Stephen Brletic, District Engineer  
Jerry Whited, BDI Project Manager II  
Beck Spaw, Field Manager  
Ruben Nesbitt, Accountant  
Howard Neal, Director of Field Services  
Catalina Martinez, District Admin Assistant

## REGULAR MEETING AGENDA Monday, February 16, 2026, at 5:30 p.m.

---

*All cellular phones must be turned off during the meeting.  
Please let us know at least 24 hours in advance if you are planning to call into the meeting.*

---

1. **Call to Order and Roll Call**
2. **Audience Comments**
3. **Staff Reports**
  - A. Accountant
  - B. Field Manager
    - i. Consideration of Triangle Recirculation Pump Replacement Quote .....Page 3
    - ii. Consideration of Finn Outdoor Proposals for Erosion Restoration .....Page 4
    - iii. Consideration of Inframark Proposal for Pickleball Court Proposal .....Page 6
    - iv. Consideration of Precision Volleyball Court Proposal .....Page 7
  - C. Aquatics Maintenance
    - i. Aquatic Inspections Report.....Page 10
  - D. Landscape
  - E. District Engineer
    - i. Consideration of Engineer's Report .....Page 18
  - F. District Counsel
  - G. District Manager
4. **Business Administration**
  - A. Consideration of Minutes from the Meeting held on January 26, 2026.....Page 24
  - B. Consideration of December 2025 Financial Statement.....Page 28
  - C. Ratification of Visual Enchantments Fountain Project Estimate #124830 .....Page 43
  - D. Ratification of Advance Aquatics - Armored Catfish Proposal .....Page 51
  - E. Ratification of Pine Lake Sod Installation Proposal #7819 at 5336 Little Stream Lane.....Page 52
  - F. Ratification of Outdoor Oasis Proposal #1305 for Fountain Courtyard Paver Repair.....Page 58
  - G. Consideration of Resolution 2026-02; Common Area Property as Surplus Property.....Page 61
5. **Supervisor Requests**
6. **Adjournment**

*The next Workshop is scheduled for March 2, 2026, at 5:30 p.m.  
The next regular Board meeting is scheduled for March 16, 2026, at 5:30 p.m.*

## District Office:

Inframark  
2005 Pan Am Circle Ste 300  
Tampa, FL 33607

## Meeting Room

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

## ESTIMATE

**Triangle Pool Service**  
12801 Belcher Rd S  
Largo, FL 33773

billing@triangle-pool.com  
+1 (727) 531-0473  
www.triangle-pool.com



### Bill to

NEW RIVER CDD  
210 N. UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FL 33071

### Ship to

NEW RIVER CDD  
5227 AUTUMN RIDGE DRIVE  
WESLEY CHAPEL, FL 33545

### Estimate details

Estimate no.: 0008681864-13-13  
Estimate date: 01/29/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/29/2026	<b>VSFHP270DV2A</b>	JANDY VS FLOPRO VARIABLE SPEED PUMP 2.7HP WITHOUT CONTROLLER	1	\$2,899.95	\$2,899.95
2.		<b>SPEEDSET</b>	Jandy SPEEDSET Variable Speed Pump Controller	1	\$259.95	\$259.95
3.		<b>SERVICE-LABOR</b>	SERVICE CALL / LABOR	1	\$175.00	\$175.00

**Total** **\$3,334.90**

### Note to customer

ESTIMATE TO REPLACE 1 OF 2 POOL RECIRCULATION PUMPS WITH ENERGY EFFICIENT VARIABLE SPEED PUMP. 1 YEAR WARRANTY.

Accepted date

Accepted by

ESTIMATE

Finn Outdoor LLC  
730 20th Ave N  
Saint Petersburg, FL 33704

robb@finnoutdoor.com  
+1 (813) 957-6075



Bill to  
New River CDD

Ship to  
New River CDD

Estimate details  
Estimate no.: 2454  
Estimate date: 01/22/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Erosion Restoration	Pond 4 - Restore eroded area highlighted by BDi with 6-12" limestone rip rap, geotextile liner, imported fill soils, and sod to match surroundings	115	\$125.00	\$14,375.00
2.		Erosion Restoration	Pond 6 - Restore eroded area highlighted by BDi with 6-12" limestone rip rap, geotextile liner, imported fill soils, and sod to match surroundings.	80	\$140.00	\$11,200.00
3.		Erosion Restoration	Pond 5 - Restore eroded area highlighted by BDi with 6-12" limestone rip rap, geotextile liner, imported fill soils, and sod to match surroundings.	30	\$140.00	\$4,200.00

Total \$29,775.00

Note to customer

All invoices are due and payable within 30 days of submittal unless otherwise agreed to in writing. Late fees of up to 3% of invoice amount may be added if payment not received within 30 days.

Accepted date

Accepted by

ESTIMATE

Finn Outdoor LLC  
730 20th Ave N  
Saint Petersburg, FL 33704

robb@finnoutdoor.com  
+1 (813) 957-6075



Bill to  
New River CDD

Ship to  
New River CDD

Estimate details  
Estimate no.: 2455  
Estimate date: 01/22/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Erosion Restoration	Pond 4 - Restore eroded area highlighted by BDi with geotextile fabric, imported fill soils, and sod to match surroundings	115	\$75.00	\$8,625.00
2.		Erosion Restoration	Pond 6 - Restore eroded area highlighted by BDi with geotextile fabric, imported fill soils, and sod to match surroundings	80	\$90.00	\$7,200.00
3.		Erosion Restoration	Pond 5 - Restore eroded area highlighted by BDi with geotextile fabric, imported fill soils, and sod to match surroundings	30	\$90.00	\$2,700.00

Total \$18,525.00

Note to customer

All invoices are due and payable within 30 days of submittal unless otherwise agreed to in writing. Late fees of up to 3% of invoice amount may be added if payment not received within 30 days.

Accepted date

Accepted by

Inframark LLC  
656-247-3501  
nmontagna@inframark.com  
2005 Pan Am Cir Suite 300  
Tampa, FL 33607

Estimate #: 1046  
Date: 1/8/2026  
Valid until: 2/28/2026



New River CDD  
2005 Pan Am Cir 300  
Tampa, FL 33607

Pickleball court concrete pads  
Concern #1 as documented in the PDF File has the following measurements:  
- Panel 1: 6ft length x 12ft width  
- Panel 2: 7ft length x 12ft width  
Total 156ft =\$4037.44

Or  
Concern #2 as documented in the PDF File has the following measurements:  
- Panel 1: 12ft length x 12ft width  
- Panel 2: 12ft length x 12ft width  
288ft=\$7369.12

**Job location**  
2005 Pan Am Cir 300, Tampa, FL 33607

Product / Service	Quantity	Unit price	Total
concrete Concern #1	156	\$25.24	\$3,937.44
concrete concern#2	288	\$25.24	\$7,269.12
waste Disposal Dumping job waste off site	1	\$100.00	\$100.00
Subtotal:			\$11,306.56
Total:			\$11,306.56

Customer signature

Date





## Precision Courts, LLC

3350 Brookfield Dr – Holiday, FL 34691  
(901) 832-2333  
PrecisionCourts@Gmail.com

To: New River CDD  
For: Outdoor Amenities Installation/Repairs

2/02/2026

### SCOPE OF WORK

#### Sand Volleyball Court Installation – Specifications attached to proposal email

1. Excavate court area and dispose/relocate excess
2. Install perforated PVC to aid in drainage
3. Install crushed stone base and weed barrier
4. Install 12" - 24" of silica sand
5. Install inground Volleyball net system (exact system TBD through Customer consultation)

Cost - \$50,500      Initial - \_\_\_\_\_

#### Pickleball Court Resurfacing -

1. Clean court as needed to ensure proper adhesion of materials
2. Make all necessary repairs including fiberglass membrane over existing cracks
3. Apply 2 coats of Acrylic Surfacing Material (in customer's choice of standard colors)
4. Apply lines for pickleball play using textured line paint

Cost - \$8,900      Initial - \_\_\_\_\_

50% deposit required prior to commencement, balance due upon completion

In addition to the warranty below, a one-year warranty against cracking will be honored.

NOTE FOR SURFACING CONTRACTS: Prices are good for 30 days.

Customer is responsible for providing receptacle for trash disposal. Also, if no parking is available within 50 feet of the court, we will be allowed access to the area next to the court for truck and trailer parking.

WARRANTY: All surfacing is guaranteed for one (1) year against peeling, chalking, or bonding failures. All cracks will reappear on all resurfacing and repairs. **There is no warranty against cracking.**

DISCLAIMERS FOR EXISTING COURTS: The new surface will NOT improve the drainage of an existing court. "Bird Baths" are to be patched only as specified. There is no guarantee that there will be NO standing water on the court after new surface is complete. Any problems in the new surface caused by cracks in the slab or other problems with the existing slab are not covered in the warranty.

Also, any problems caused by an old surface coating will not be covered under warranty.

Date of Acceptance: \_\_\_\_\_

By: \_\_\_\_\_

Respectfully Submitted: Barry Peebles

## References:

1. Bruce Rhem – Homeowner  
New Port Richey  
727-741-3684
2. Robert Childs - Park Director  
Germantown, TN  
901-233-0843
3. Dale Jordan – Teaching Pro  
Tournament Players Club  
Memphis, TN  
901-488-4482
4. Chris Hoban - Park Director  
Dunedin, FL  
727-433-1583
5. Nick Tzigos – Maintenance Supervisor  
Safety Harbor, FL  
727-423-9239
6. Jeff Nichols – Owner  
American Tennis Courts  
Mobile, AL  
251-583-7264
7. John Sonner – Project Manager  
Fast – Dry Courts  
Pompano Beach, FL  
954-553-2269
8. Dan Peterson – Owner  
Project Backboard  
512-492-2062
9. Hannah Hunter - Owner  
Swishh Dreams  
407-607-8947
10. Chris Hill  
Project Manager –Black Rock Asphalt  
813-505-8163
11. Kevin Masserian  
Project Mgr – Commercial Interiors  
727-686-9616
12. Josh DeSoto  
Regional Sales/SportMaster  
419-357-2041

NOTE FOR SURFACING CONTRACTS: Prices are good for 30 days.

Customer is responsible for providing receptacle for trash disposal. Also, if no parking is available within 50 feet of the court, we will be allowed access to the area next to the court for truck and trailer parking.

WARRANTY: All surfacing is guaranteed for one (1) year against peeling, chalking, or bonding failures. All cracks will reappear on all resurfacing and repairs. **There is no warranty against cracking.**

DISCLAIMERS FOR EXISTING COURTS: The new surface will NOT improve the drainage of an existing court. "Bird Baths" are to be patched only as specified. There is no guarantee that there will be NO standing water on the court after new surface is complete. Any problems in the new surface caused by cracks in the slab or other problems with the existing slab are not covered in the warranty.

Also, any problems caused by an old surface coating will not be covered under warranty.

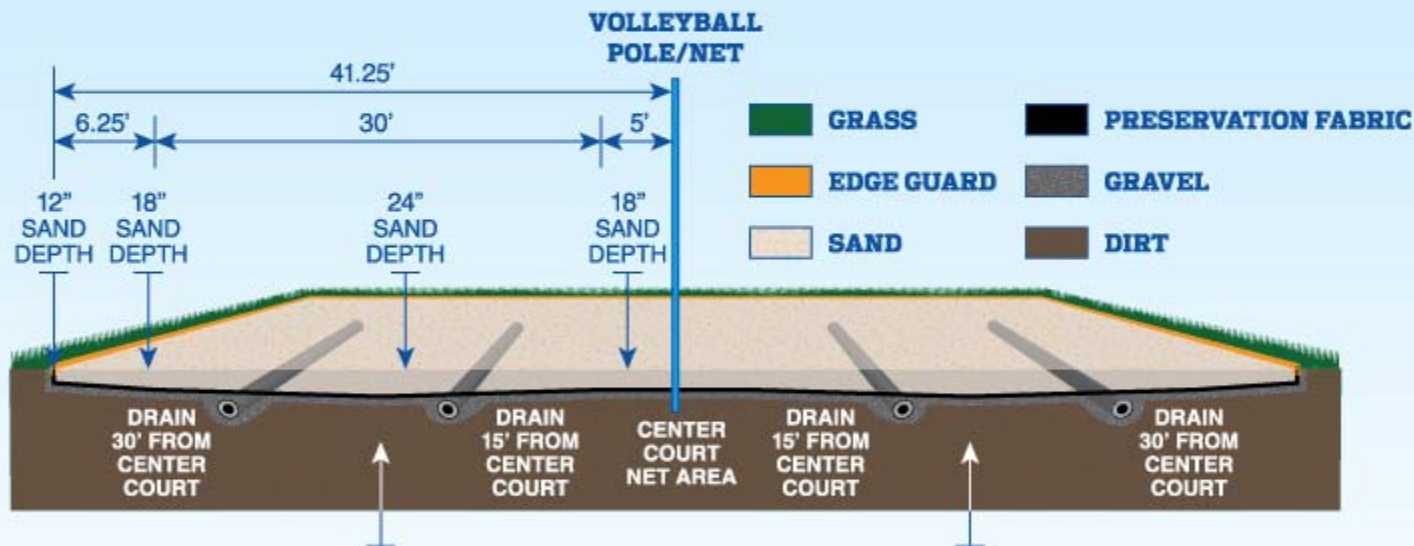
Date of Acceptance: \_\_\_\_\_

By: \_\_\_\_\_

Respectfully Submitted: Barry Peebles



## COLLEGIATE LATERAL DRAINAGE CONFIGURATION





# **New River Community Development District Waterway Inspection Report**

---

**Reason for Inspection:**  
Quality Assurance

**Inspection Date:**

1/16/2026

**Prepared for:**  
New River  
Community Development District

**Prepared by:**

Stephen T. Roehm, Service Manager

[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto: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



## TABLE OF CONTENTS

### Site Assessments

Ponds 1-2 .....	2
Ponds 3-4 .....	3
Ponds 5-6 .....	4
Pond 7-8 .....	5
Pond 9-10 .....	6

Site Map .....	7
----------------	---

[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto: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



## Site Assessments

### Pond 1

#### **Comments:**

Site Looks Good

Minimal growth of Primrose Willow present along ponds edge and treated on 1/9/26.

No algae or submersed aquatics present within pond.



### Pond 2

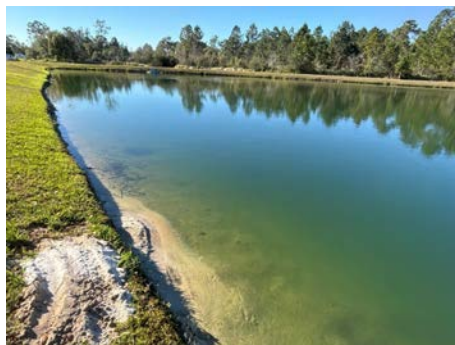
#### **Comments:**

Site Looks Good

Minimal growth of Primrose Willow and Torpedograss present along ponds edge and treated on 1/9/26.

No algae or submersed aquatics present within pond.

Pond has a blue tint from pond dye.



[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto: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



## Site Assessments

### Pond 3

#### **Comments:**

Site Looks Good

No algae, submersed aquatic or grasses growing within the pond.

Continue monitoring.



### Pond 4

#### **Comments:**

Normal Growth Observed

Alligatorweed, Torpedogras and Primrose Willow present and treated within pond on 1/9/26.

No algae or submersed aquatics present within pond.

A few dead Tilapia were present within pond and removed. No dead fish were present on return visit 1/16/26.



[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto: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





## Site Assessments

### Pond 5

**Comments:**

Site Looks Good

Pre-emergent applied to the exposed bank.

No algae or grasses were present within the pond at time of inspection.

Continue monitoring.



### Pond 6

**Comments:**

Site Looks Good

Pre-emergent applied to the exposed bank.

No algae or aquatics present within the pond at time of inspection.

Pond has a blue tint from pond dye.

Continue monitoring.



[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto: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



## Site Assessments

### Pond 7

#### **Comments:**

Site Looks Good

No algae or grasses present within the pond at time of inspection

Continue monitoring.



### Pond 8

#### **Comments:**

Site Looks Good

No algae or aquatics present within the pond at time of inspection

Continue monitoring.



[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto: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





## Site Assessments

### Pond 9

#### **Comments:**

Site Looks Good

Minimal growth of Primrose and Torpedograss present along ponds edge and treated on 1/9/26.

No algae or submersed aquatics present within pond.



### Pond 10

#### **Comments:**

Site Looks Good

Minimal growth of Primrose and Torpedograss present along ponds edge and treated on 1/9/26.

No algae or submersed aquatics present within pond.

A few dead Tilapia were present within pond and removed. No dead fish were present on return visit 1/16/26.



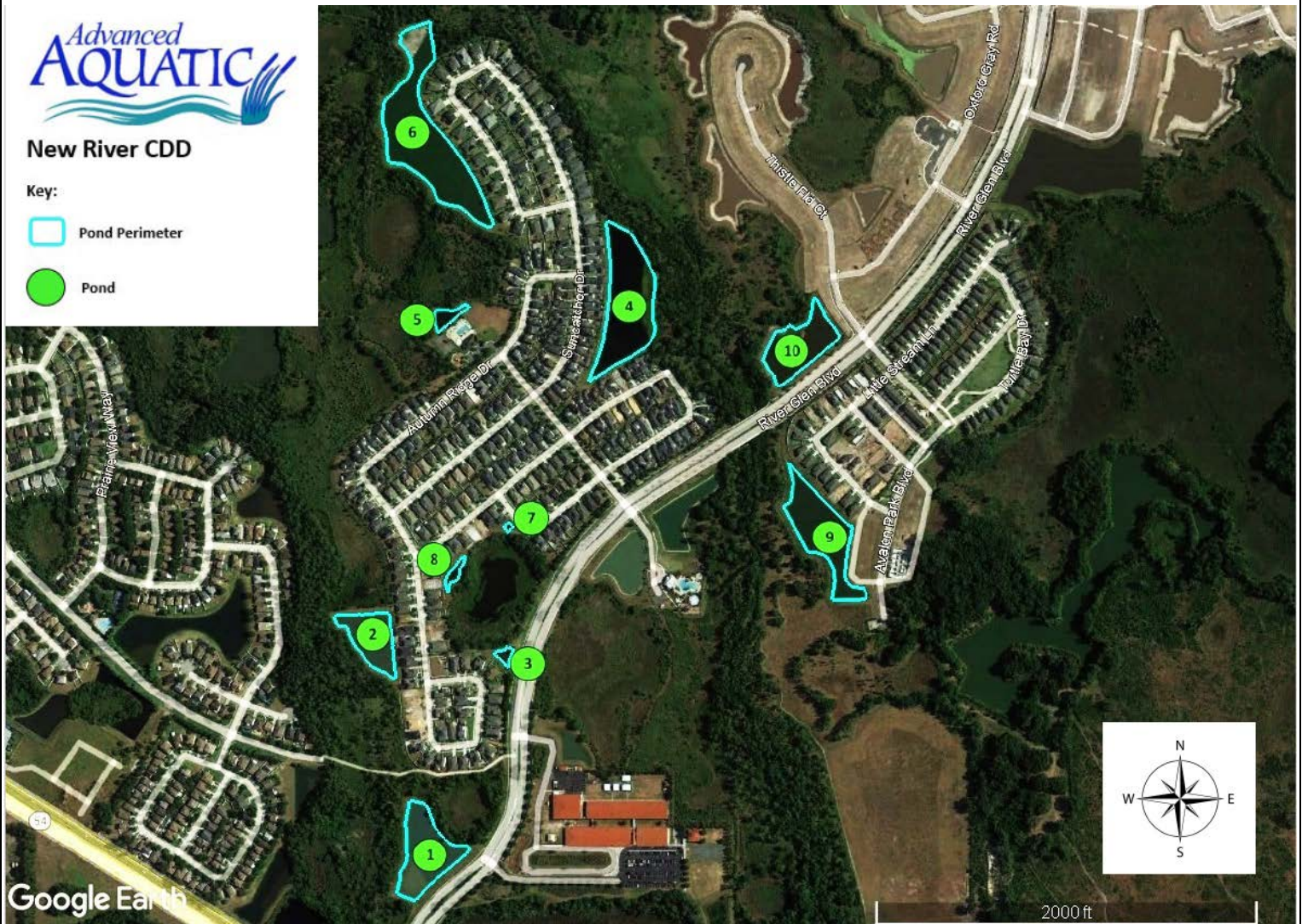
[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

292 S. Military Trail, Deerfield Beach, FL 33442

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



Map



[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

292 S. Military Trail, Deerfield Beach, FL 33442

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



## **NEW RIVER CDD**

### **ENGINEERS REPORT FOR JANUARY 26<sup>th</sup>, 2026 BOARD MEETING**

#### Discussion items:

##### **Erosion Repairs:**

There were 3 erosion locations highlighted by the Districts aquatic maintenance vendor. A site visit was conducted to survey the damage and put together a scope for repairs. Please see attached pictures. There were two things noticed in the field contributing to erosion. There are many decaying tree stumps showing up in the eroded locations. This is a large contributor to the destabilization of the pond bank. The stumps were there when they built the pond, it decays and leaves a void which destabilizes that section of pond bank. Additionally, there was observed to be many armored catfish (plecos) that damage ponds by burrowing horizontally into pond banks to create nesting tunnels in the ponds. Plecos dig long tunnels 3-6 feet into soft pond banks near the waterline. The tunnels weaken create voids that weaken the bank, causing erosion.

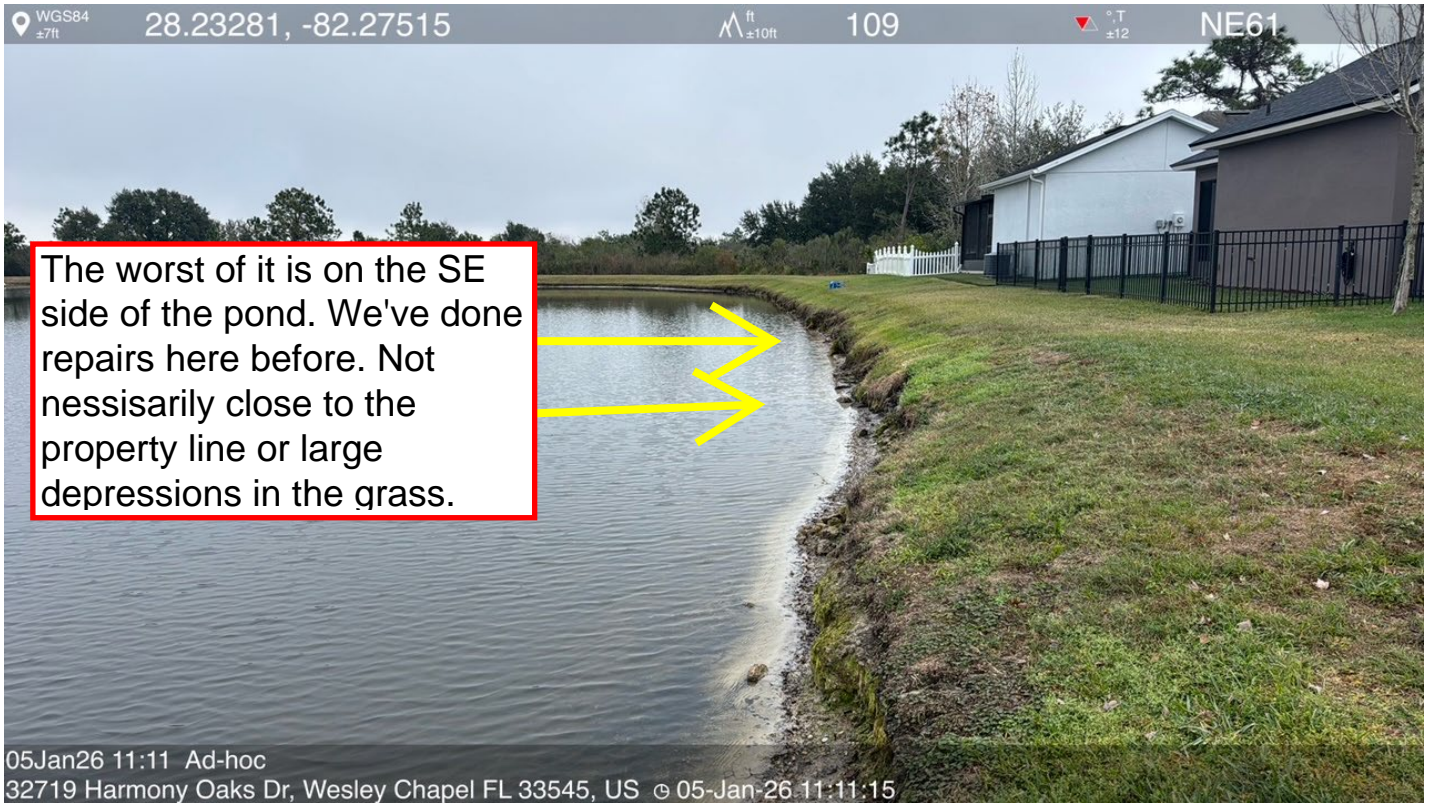
##### **Parking Lot Repairs:**

BDi reviewed the pictures of the parking lot repairs. From the pictures, the rolling out of the asphalt and the transitions from the existing pavement to the repair look good. We have advised District staff to be on the lookout for pooling water or small depressions starting up, those would be the most common issues that arise post construction for these repairs.

##### **Property Conveyance:**

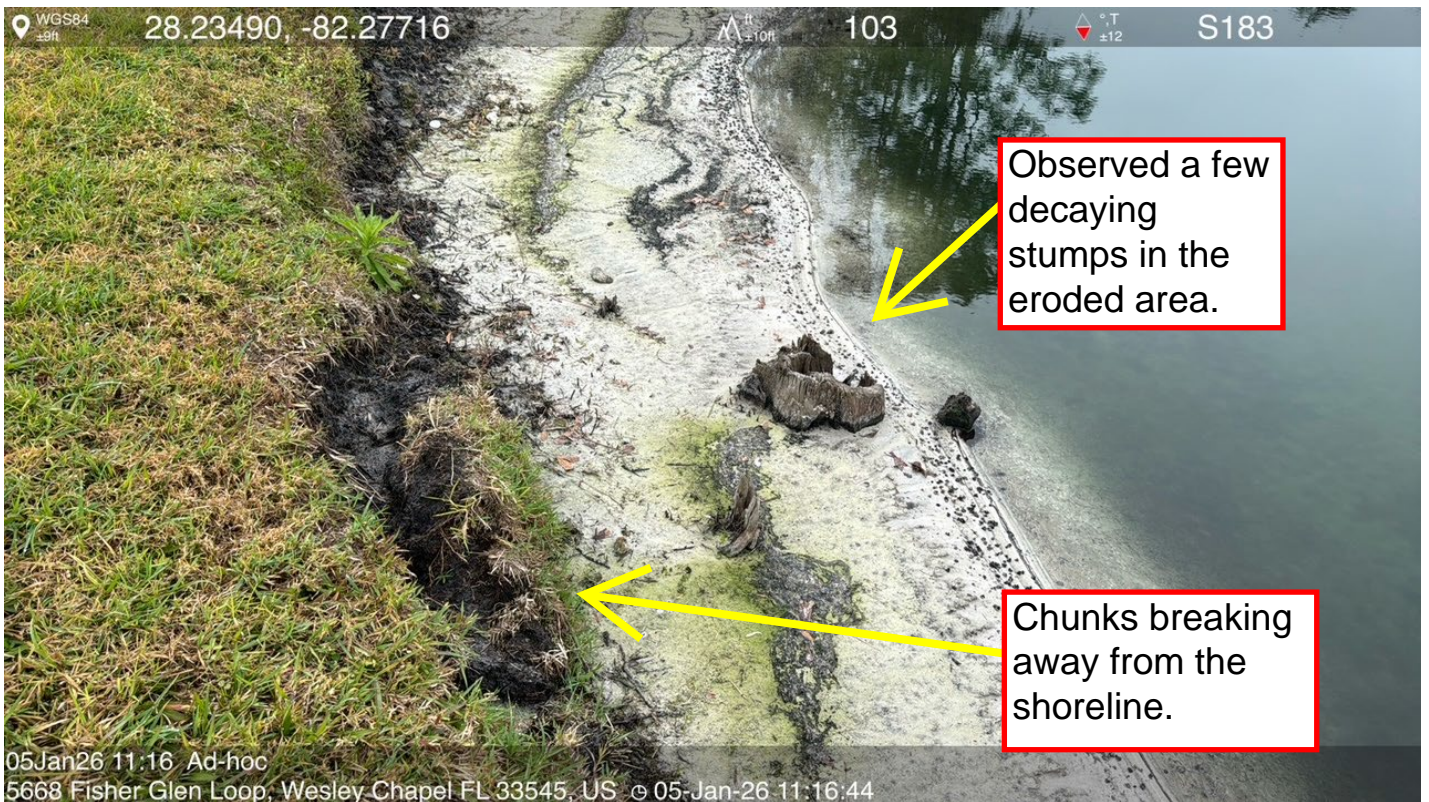
We requested a proposal from MRIC, a surveyor, to provide a legal description and sketch for the sliver of property behind 5516 FISHER GLEN LOOP WESLEY CHAPEL, FL 33545-3221 that is part of the common area track M of CDD parcel 11-26-20-0070-00M00-0000 that is being considered for conveyance to the homeowner. The proposal was \$400 which was approved by District staff. Attached is exhibit A for the review.

## Pond 4



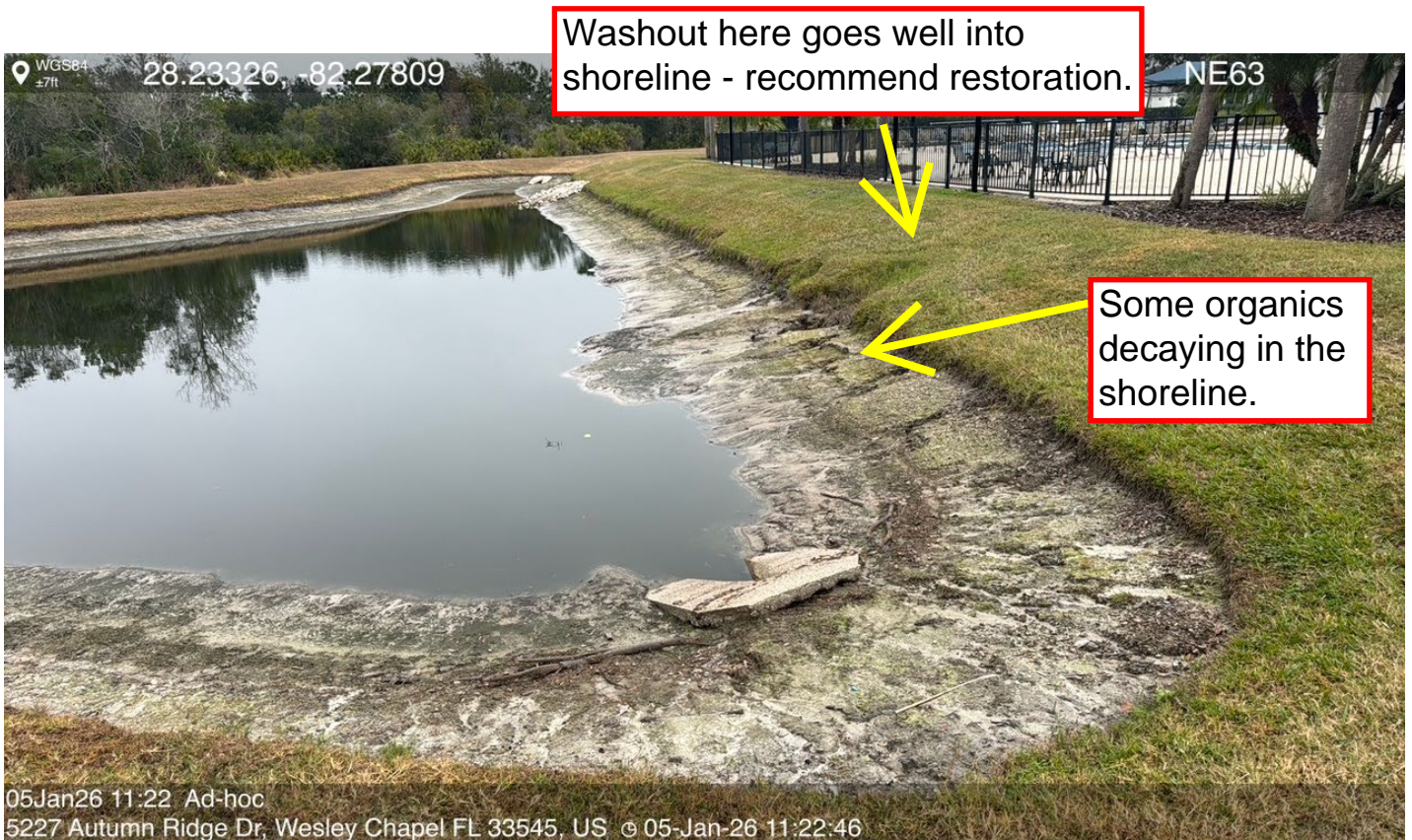


## Pond 6





## Pond 5





# Exhibit "A"

## DESCRIPTION:

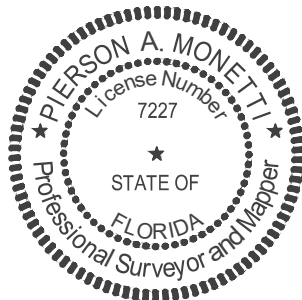
A portion of TRACT "M" COMMON AREA, NEW RIVER LAKES PHASE 1 PARCEL "D", according to the Plat thereof, recorded in Plat Book 64, Pages 90-113, of the Public Records of Pasco County, Florida, lying in Section 11, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

**BEGIN** at the Northwest corner of LOT 50, NEW RIVER LAKES PHASE 1 PARCEL "D" - PARTIAL REPLAT, according to the Plat thereof, recorded in Plat Book 68, Page 123, of the Public Records of Pasco County, Florida; run thence along the Northerly extension of the West line of said LOT 50, N.31°32'11"W., 15.65 feet to a point on the Northerly boundary of aforesaid TRACT "M"; thence N.66°22'00"E., 65.62 feet along said Northerly boundary to the Northerly extension of the East line of aforesaid LOT 50; thence along said Northerly extension, S.31°32'11"E., 6.63 feet to the Northeast corner of said LOT 50; thence along the North line of said LOT 50, S.58°27'49"W., 65.00 feet to the **POINT OF BEGINNING**.

Containing 724 square feet, more or less.


## BASIS OF BEARINGS:

Bearings shown hereon are based on the North Line of LOT 50, NEW RIVER LAKES PHASE 1 PARCEL "D" - PARTIAL REPLAT (P.B. 68, PAGE 123) having a Grid bearing of S.58°27'49"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.



The Description hereon is not valid without the accompanying sketch shown on Sheet 2

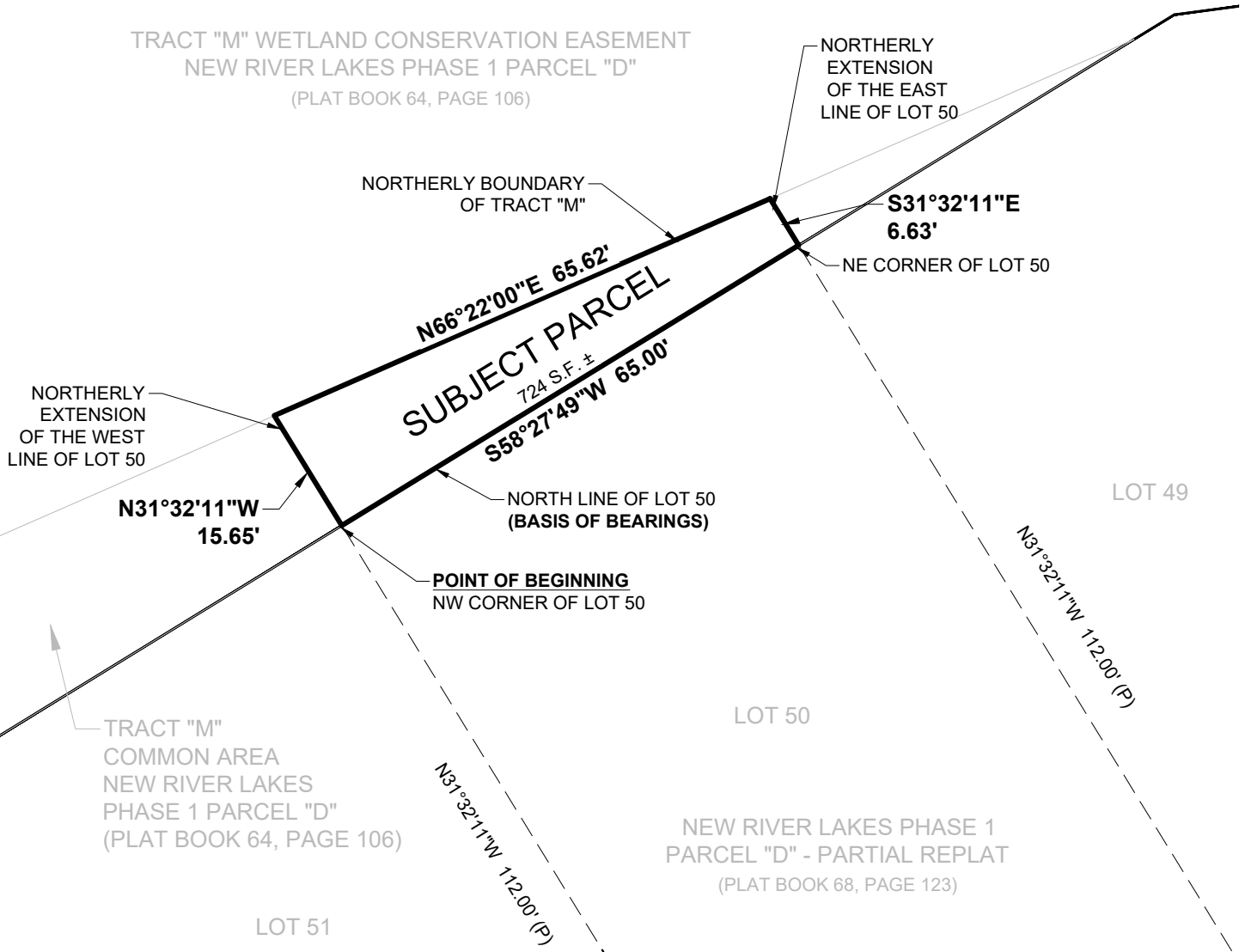
Description Sketch  
Not a survey

Survey History			Surveyor's Certificate	New River CDD	 701 S. Howard Avenue, Suite 106-320 Tampa, FL 33606 813-515-0821 MRICSpatial.com Licensed Business #8325
Date	Description	By	This sketch not valid without the original signature and seal of a Florida Professional Surveyor and Mapper, or a digital signature complying with 5J-17 Florida Statutes	Description Sketch	
01/13/26	Date of Sketch	NCC		Prepared for: Lot 50	Project Number: 260008
				Section 11 Township 26 South Range 20 East Pasco County, FL	Sheet 1 of 2



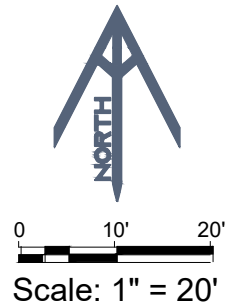
# Exhibit "A"

TRACT "M" WETLAND CONSERVATION EASEMENT  
NEW RIVER LAKES PHASE 1 PARCEL "D"  
(PLAT BOOK 64, PAGE 106)



Not Valid without Sheet 1

Description Sketch  
Not a survey



Survey History		
Date	Description	By

Surveyor's Certificate
See Sheet 1 for Surveyor's Certificate

New River CDD
Description Sketch
Prepared for: Lot 50
Section 11 Township 26 South Range 20 East Pasco County, FL



701 S. Howard Avenue, Suite 106-320  
Tampa, FL 33606  
813-515-0821  
MRICSpatial.com  
Licensed Business #8325

Project Number: 260008

Sheet 2 of 2



**THIRD ORDER OF BUSINESS**

**Consent Agenda**

**A. Consideration of Minutes from the Meeting held December 15, 2025**

**B. Consideration of November 2025 Financial Statements**

On MOTION by Mr. Lione seconded by Mr. Mercier, with all in favor, the business administration items, were approved as presented. 5-0

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**A. Accountant**

There being none, the next order of business followed.

**B. Field Manager**

The Board discussed ongoing vandalism occurring at the bridge. After consideration, the Board chose not to move forward with any additional action at this time.

**i. Consideration of Sidewalk Repairs Proposal**

A discussion ensued.

On MOTION by Mr. Smith seconded by Mr. Lione, with all in favor, proposal #1045 by *Inframark* for sidewalk repairs in the amount of \$11,306.56, was approved. 5-0

**ii. Consideration of Tri-Care Plumbing Proposal**

A discussion ensued.

On MOTION by Mr. Smith seconded by Mr. Lione, with all in favor, proposal for Tri-Care Plumbing for fountain installation, was approved as presented. 5-0

**iii. Consideration of Higher Growth Proposal**

The Board discussed a proposal from the Higher Growth Foundation regarding hosting an event and having a representative speak with the HOA.

On MOTION by Mr. Smith seconded by Mr. Lione, with all in favor, proposal for Higher Growth proposal, was approved as presented. 5-0

**iv. Consideration of Sand Volleyball Court Proposal**

There was no sand volleyball proposal available for review.

**v. Discussion of Options to Address Pleco Impact on Ponds**

This item was tabled.

**C. Aquatics Maintenance****i. Aquatic Inspections Report**

A discussion ensued.

On MOTION by Mr. Smith seconded by Mr. Lione, with all in favor, the Board authorizes obtaining a quote not to exceed \$18,525 for irrigation heads, was approved. 5-0

**D. Landscape**

The Landscape Report was presented and discussed.

- Management reported that colder temperatures are expected, and pruning should not occur until after conditions are reassessed following the cold.
- Turf conditions were discussed, and it was noted that dollar weed activity is beginning to decline.
- Irrigation issues were identified, with 24 decoders currently out across multiple zones during the week of December 15, 2026.
- A proposal not to exceed \$1,000 was presented to address the irrigation decoder issues, with treatment scheduled for the week of January 26, 2026.
- Ant mound treatment is scheduled for the week of February 2, 2026

On MOTION by Mr. Smith seconded by Mr. Lione, with all in favor, authorizes not to exceed \$1,000 to address the irrigation decoder issue, was approved as discussed. 5-0

**E. District Engineer****i. Consideration of Labor Rates****ii. Consideration of Engineer's Report**

The Engineer's Report was reviewed.

The Board discussed the consideration of labor rates.

On MOTION by Mr. Thomas seconded by Mr. Lione, with all in favor, consider the FY 2026 labor rates was approved as discussed.  
5-0

**F. District Counsel**

There being none, the next business item followed.

**G. District Manager**

**i. Discussion of HA5**

The Board noted that additional information regarding the February workshop will be added as it becomes available.

**FIFTH ORDER OF BUSINESS**

**Supervisors' Requests and New Business**

The Board discussed cracking observed on the pickleball courts.

It was noted that the attorney will send a letter if the party responsible does not respond or take corrective action.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Smith seconded by Mr. Lione, with all in favor, the meeting was adjourned at 7:32 PM.

---

John Weaver, Secretary

***New River  
Community  
Development  
District***

***Financial Report***

***December 31, 2025***

**CLEAR PARTNERSHIPS**



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

**Table of Contents**

<b><u>FINANCIAL STATEMENTS</u></b>	<b>Page</b>
Balance Sheet - All Funds	1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund	2 - 4
Series 2010 Debt Service Fund	5
Series 2020 Debt Service Fund	6
<b><u>SUPPORTING SCHEDULES</u></b>	
Assessments Collections Schedule	7
Cash and Investment Report	8
Bank Reconciliation - Bank United	9
Check Register	10



**New River  
Community Development District**

**Financial Statements**

**(Unaudited)**

**December 31, 2025**

**Balance Sheet**  
December 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2010 DEBT SERVICE FUND	SERIES 2020 DEBT SERVICE FUND	TOTAL
<b><u>ASSETS</u></b>				
Cash - Checking Account	\$ 1,408,329	\$ -	\$ -	\$ 1,408,329
Due From Other Funds	-	207,595	224,005	431,600
Investments:				
Prepayment Fund (A-2)	-	1,694	-	1,694
Prepayment Fund (B-2)	-	1,389	-	1,389
Remedial Indenture (A-2)	-	103,956	-	103,956
Reserve Fund (A-2)	-	168,384	-	168,384
Reserve Fund (B-2)	-	18,597	-	18,597
Revenue Fund (A-1)	-	-	14,780	14,780
Revenue Fund (A-2)	-	14,235	-	14,235
Revenue Fund (B-2)	-	357	-	357
Senior Prepayment Fund (A-1)	-	-	31	31
Senior Reserve Fund (A-1)	-	-	99,350	99,350
Subordinate Reserve Fund (A-1)	-	-	8,250	8,250
Subordinate Prepayment Fund (A-1)	-	-	6,667	6,667
Prepaid Items	8,100	-	-	8,100
Deposits	6,410	-	-	6,410
<b>TOTAL ASSETS</b>	<b>\$ 1,422,839</b>	<b>\$ 516,207</b>	<b>\$ 353,083</b>	<b>\$ 2,292,129</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 31,237	\$ -	\$ -	\$ 31,237
Accrued Expenses	5,825	-	-	5,825
Due To Developer	13,258	-	-	13,258
Deposits	300	-	-	300
Due To Other Funds	431,600	-	-	431,600
<b>TOTAL LIABILITIES</b>	<b>482,220</b>	<b>-</b>	<b>-</b>	<b>482,220</b>
<b><u>FUND BALANCES</u></b>				
<b>Nonspendable:</b>				
Prepaid Items	8,100	-	-	8,100
Deposits	6,410	-	-	6,410
<b>Restricted for:</b>				
Debt Service	-	516,207	353,083	869,290
<b>Assigned to:</b>				
Operating Reserves	159,263	-	-	159,263
Reserves - Buildings	392,012	-	-	392,012
<b>Unassigned:</b>	<b>374,834</b>	<b>-</b>	<b>-</b>	<b>374,834</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 940,619</b>	<b>\$ 516,207</b>	<b>\$ 353,083</b>	<b>\$ 1,809,909</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,422,839</b>	<b>\$ 516,207</b>	<b>\$ 353,083</b>	<b>\$ 2,292,129</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-25 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 4,082	0.00%	\$ 1,346
Room Rentals	2,083	1,340	64.33%	700
Interest - Tax Collector	-	22	0.00%	-
Special Assmnts- Tax Collector	689,538	650,007	94.27%	588,103
Special Assmnts- CDD Collected	142,298	-	0.00%	-
Special Assmnts- Discounts	(27,582)	(26,013)	94.31%	(23,490)
Other Miscellaneous Revenues	-	30	0.00%	10
<b>TOTAL REVENUES</b>	<b>806,337</b>	<b>629,468</b>	<b>78.07%</b>	<b>566,669</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	24,000	4,600	19.17%	1,800
FICA Taxes	1,836	352	19.17%	138
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	10,000	6,755	67.55%	3,540
ProfServ-Legal Services	10,000	1,474	14.74%	706
ProfServ-Mgmt Consulting	43,476	10,869	25.00%	3,623
ProfServ-Trustee Fees	11,000	5,013	45.57%	5,013
Auditing Services	6,500	5,825	89.62%	5,825
Email Maintenance	2,000	-	0.00%	-
Contract-Website Hosting	1,579	1,538	97.40%	1,538
Postage and Freight	2,472	8	0.32%	3
Public Officials Insurance	3,695	-	0.00%	-
Legal Advertising	2,000	-	0.00%	-
Misc-Assessment Collection Cost	13,791	12,480	90.49%	11,292
Tax Collector/Property Appraiser Fees	150	109	72.67%	-
Misc-Contingency	13,582	163	1.20%	34
Property Taxes	550	511	92.91%	-
Dues, Licenses, Subscriptions	175	175	100.00%	-
<b>Total Administration</b>	<b>153,006</b>	<b>49,872</b>	<b>32.59%</b>	<b>33,512</b>
<b><u>Electric Utility Services</u></b>				
Utility - Irrigation	3,500	399	11.40%	137
Street Lights	45,084	9,977	22.13%	3,326
<b>Total Electric Utility Services</b>	<b>48,584</b>	<b>10,376</b>	<b>21.36%</b>	<b>3,463</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-25 ACTUAL
<b><u>Garbage/Solid Waste Services</u></b>				
Solid Waste Assessment	335	235	70.15%	-
<b>Total Garbage/Solid Waste Services</b>	<b>335</b>	<b>235</b>	<b>70.15%</b>	<b>-</b>
<b><u>Water-Sewer Comb Services</u></b>				
Utility Services	22,250	3,509	15.77%	1,680
<b>Total Water-Sewer Comb Services</b>	<b>22,250</b>	<b>3,509</b>	<b>15.77%</b>	<b>1,680</b>
<b><u>Flood Control/Stormwater Mgmt</u></b>				
R&M-Lake	-	12,500	0.00%	12,500
<b>Total Flood Control/Stormwater Mgmt</b>	<b>-</b>	<b>12,500</b>	<b>0.00%</b>	<b>12,500</b>
<b><u>Stormwater Control</u></b>				
Stormwater Assessment	562	-	0.00%	-
Conservation & Wetlands	8,500	-	0.00%	-
Aquatic Maintenance	17,500	2,918	16.67%	950
<b>Total Stormwater Control</b>	<b>26,562</b>	<b>2,918</b>	<b>10.99%</b>	<b>950</b>
<b><u>Other Physical Environment</u></b>				
Contracts-Landscape	189,000	46,661	24.69%	15,554
Insurance - Property	11,028	11,028	100.00%	-
Insurance - General Liability	4,815	4,750	98.65%	-
Landscape - Mulch	24,000	-	0.00%	-
Landscape Replacement	7,267	5,063	69.67%	1,392
Irrigation Repairs & Replacement	10,000	14,844	148.44%	-
Holiday Decoration	4,203	4,203	100.00%	4,203
Reserve	169,200	-	0.00%	-
<b>Total Other Physical Environment</b>	<b>419,513</b>	<b>86,549</b>	<b>20.63%</b>	<b>21,149</b>
<b><u>Contingency</u></b>				
Misc-Contingency	4,634	6,675	144.04%	3,520
<b>Total Contingency</b>	<b>4,634</b>	<b>6,675</b>	<b>144.04%</b>	<b>3,520</b>
<b><u>Road and Street Facilities</u></b>				
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%	-
<b>Total Road and Street Facilities</b>	<b>21,500</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-25 ACTUAL
<b><u>Parks and Recreation</u></b>				
Payroll-Salaries	37,074	18,452	49.77%	7,542
401(K) Plan	10,000	-	0.00%	-
Clubhouse - Facility Janitorial Service	3,214	600	18.67%	-
Pest Control	425	117	27.53%	-
Contracts-Pools	18,000	4,605	25.58%	1,535
Telephone/Fax/Internet Services	3,000	538	17.93%	359
Utility - Recreation Facilities	6,600	1,936	29.33%	628
Utility - Fountains	3,750	145	3.87%	50
R&M-Clubhouse	5,000	3,223	64.46%	2,004
R&M-Fountain	2,500	-	0.00%	-
R&M-Parking Lots	1,500	-	0.00%	-
R&M-Pools	2,500	175	7.00%	175
Athletic/Park Court/Field Repairs	1,500	-	0.00%	-
Amenity Maintenance & Repairs	2,500	-	0.00%	-
Facility A/C & Heating Maintenance & Repair	1,500	-	0.00%	-
Security System Monitoring & Maint.	2,500	1,632	65.28%	378
Entry & Walls Maintenance	2,000	-	0.00%	-
Access Control Maintenance & Repair	2,500	359	14.36%	120
Miscellaneous Expenses	1,500	20	1.33%	20
Office Supplies	250	-	0.00%	-
Clubhouse - Facility Janitorial Supplies	400	-	0.00%	-
Facility Supplies	1,000	-	0.00%	-
Dog Waste Station Service & Supplies	240	-	0.00%	-
Pool Permits	500	-	0.00%	-
<b>Total Parks and Recreation</b>	<b>109,953</b>	<b>31,802</b>	<b>28.92%</b>	<b>12,811</b>
<b>TOTAL EXPENDITURES</b>	<b>806,337</b>	<b>204,436</b>	<b>25.35%</b>	<b>89,585</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	425,032	0.00%	477,084
Net change in fund balance	\$ -	\$ 425,032	0.00%	\$ 477,084
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>515,587</b>	<b>515,587</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 515,587</b>	<b>\$ 940,619</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-25 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 3,262	0.00%	\$ 970
Special Assmnts- Tax Collector	238,147	216,827	91.05%	196,177
Special Assmnts- CDD Collected	1,093,177	-	0.00%	-
Special Assmnts- Discounts	(9,526)	(8,677)	91.09%	(7,836)
<b>TOTAL REVENUES</b>	<b>1,321,798</b>	<b>211,412</b>	<b>15.99%</b>	<b>189,311</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	4,763	4,163	87.40%	3,767
<b>Total Administration</b>	<b>4,763</b>	<b>4,163</b>	<b>87.40%</b>	<b>3,767</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement A-2	335,000	-	0.00%	-
Principal Debt Retirement B-2	285,000	-	0.00%	-
Interest Expense Series A-2	354,056	181,844	51.36%	-
Interest Expense Series B-2	264,469	142,450	53.86%	-
<b>Total Debt Service</b>	<b>1,238,525</b>	<b>324,294</b>	<b>26.18%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,243,288</b>	<b>328,457</b>	<b>26.42%</b>	<b>3,767</b>
Excess (deficiency) of revenues Over (under) expenditures	78,510	(117,045)	-149.08%	185,544
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	78,510	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>78,510</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 78,510	\$ (117,045)	-149.08%	\$ 185,544
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>633,252</b>	<b>633,252</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 711,762</b>	<b>\$ 516,207</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-25 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 1,086	0.00%	\$ 344
Special Assmnts- Tax Collector	238,147	223,572	93.88%	202,280
Special Assmnts- Discounts	(9,526)	(8,947)	93.92%	(8,079)
<b>TOTAL REVENUES</b>	<b>228,621</b>	<b>215,711</b>	<b>94.35%</b>	<b>194,545</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	4,763	4,292	90.11%	3,884
<b>Total Administration</b>	<b>4,763</b>	<b>4,292</b>	<b>90.11%</b>	<b>3,884</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	125,000	-	0.00%	-
Interest Expense	71,575	38,538	53.84%	-
<b>Total Debt Service</b>	<b>196,575</b>	<b>38,538</b>	<b>19.60%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>201,338</b>	<b>42,830</b>	<b>21.27%</b>	<b>3,884</b>
Excess (deficiency) of revenues Over (under) expenditures	27,283	172,881	633.66%	190,661
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	27,283	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>27,283</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 27,283	\$ 172,881	633.66%	\$ 190,661
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>180,202</b>	<b>180,202</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 207,485</b>	<b>\$ 353,083</b>		



**New River  
Community Development District**

**Supporting Schedules**

**December 31, 2025**

# New River

Community Development District

## Monthly Collection Report For the Fiscal Year Ending September 30, 2026

					ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Series 2010 A-2 Debt Service Fund	Series 2020 A-1 Debt Service Fund
Assessments Levied FY26				\$ 1,156,720	\$ 689,538	\$ 230,014	\$ 237,169
Allocation %				100%	60%	20%	21%
11/06/25	\$ 5,864	\$ 332	\$ 120	\$ 6,315	\$ 3,764	\$ 1,256	\$ 1,295
11/14/25	\$ 40,335	\$ 1,715	\$ 823	\$ 42,873	\$ 25,557	\$ 8,525	\$ 8,790
11/20/25	\$ 24,208	\$ 1,029	\$ 494	\$ 25,731	\$ 15,339	\$ 5,117	\$ 5,276
11/26/25	\$ 27,215	\$ 1,157	\$ 555	\$ 28,927	\$ 17,244	\$ 5,752	\$ 5,931
12/05/25	\$ 869,820	\$ 36,956	\$ 17,751	\$ 924,528	\$ 551,124	\$ 183,842	\$ 189,561
12/11/25	\$ 56,353	\$ 2,385	\$ 1,150	\$ 59,888	\$ 35,700	\$ 11,909	\$ 12,279
12/18/25	\$ 2,038	\$ 64	\$ 42	\$ 2,144	\$ 1,278	\$ 426	\$ 440
TOTAL	\$ 1,025,833	\$ 43,638	\$ 20,935	\$ 1,090,406	\$ 650,007	\$ 216,827	\$ 223,572
% COLLECTED					94.27%	94.27%	94.27%
TOTAL OUTSTANDING				\$ 66,315	\$ 39,531	\$ 13,187	\$ 13,597

## Cash and Investment Report

December 31, 2025

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>			
Checking Account - Operating New	Bank United	-	\$984,611
High Yield Checking Account - Operating	Valley Bank	3.82%	423,718
			1,408,329
<b>DEBT SERVICE FUNDS</b>			
Series 2010 Prepayment Fund A-2	US Bank	3.50%	1,694
Series 2010 Prepayment Fund B-2	US Bank	3.50%	1,389
Series 2010 Remedial Expenditure A-2	US Bank	3.50%	103,956
Series 2010 Reserve Fund A-2	US Bank	3.50%	168,384
Series 2010 Reserve Fund B-2	US Bank	3.50%	18,597
Series 2010 Revenue Fund A-2	US Bank	3.50%	14,235
Series 2010 Revenue Fund B-2	US Bank	3.50%	357
	Subtotal Fund 201		308,613
Series 2020 Revenue Fund A-1	US Bank	3.36%	14,780
Series 2020 Senior Prepayment Fund A-1	US Bank	3.36%	31
Series 2020 Senior Reserve Fund A-1	US Bank	3.36%	99,350
Series 2020 Sub Reserve Fund A-1	US Bank	3.36%	8,250
Series 2020 Sub Prepayment Fund A-1	US Bank	3.36%	6,667
	Subtotal Fund 202		129,078
	<b>Subtotal DS</b>		437,691
	<b>Total</b>		\$1,846,021

## New River CDD

### Bank Reconciliation

Bank Account No.	6620	BankUnited GF
Statement No.	12-25	
Statement Date	12/31/2025	

G/L Balance (LCY)	984,642.82	Statement Balance	992,434.25
G/L Balance		Outstanding Deposits	
Positive Adjustments	0.00		
		Subtotal	992,434.25
Subtotal	984,642.82	Outstanding Checks	7,822.93
Negative Adjustments	31.50	Differences	0.00
Ending G/L Balance	984,611.32	Ending Balance	984,611.32
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
11/25/2025	Payment	DD571	Withlacoochee River Electric	4,198.45	0.00	4,198.45
12/12/2025	Payment	2769	Inframark LLC	3,624.48	0.00	3,624.48
Total Outstanding Checks.....				7,822.93		7,822.93

**New River**  
**Community Development District**

**Check Register**

**12/1/2025 - 12/31/2025**

# NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Fund

For the Period from 12/01/2025 to 12/31/2025

(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	2765	12/11/25	PINE LAKE SERVICES LLC	8220	Turnover Cleanup	Landscape Replacement	546338-53908	\$26,500.00
001	2765	12/11/25	PINE LAKE SERVICES LLC	8668	Straighten Trees	Landscape Replacement	546338-53908	\$3,670.89
001	2765	12/11/25	PINE LAKE SERVICES LLC	8680	Irrigation Repairs	Irrigation Repairs & Replacement	546932-53908	\$14,844.47
001	2765	12/11/25	PINE LAKE SERVICES LLC	8792	Landscape Maintenance DEC 25	Contracts-Landscape	534050-53908	\$15,553.50
001	2766	12/11/25	TRIANGLE POOL SERVICES	577990947	Pool Maintenance NOV 25	Contracts-Pools	534078-57201	\$1,535.00
001	2767	12/12/25	ADVANCED AQUATIC SERVICES INC	10561650	Aquatics Maintenance DEC 25	Aquatic Maintenance	546995-53805	\$984.00
001	2768	12/12/25	ALL DONE SERVICES, INC	272	CLUBHOUSE CLEANING NOV 25	Clubhouse - Facility Janitorial Service	531131-57201	\$300.00
001	2769	12/12/25	INFRAMARK LLC	164562	POSTAGE	Postage and Freight	541006-51301	\$1.48
001	2769	12/12/25	INFRAMARK LLC	165649	Management Services DEC 2025	ProfServ-Mgmt Consulting	531027-51201	\$3,623.00
001	2770	12/18/25	TIMOTHY A GAY	481225	Holiday Lighting December 2025 50% Final	Holiday Decoration	549027-53908	\$4,202.50
001	2771	12/19/25	SITE MASTERS OF FLORIDA, LLC	120525-2	Ponds 1,4,5,6,10,13, FMA C13, WCA 10	Performed and completed maintenance at ponds 1	549900-53985	\$12,500.00
001	DD549	12/30/25	WITHLACOOCHEE RIVER ELECTRIC	122625ACH	11/4-12/4/25	service date 11/4-12/4/25	543057-53100	\$3,326.11
001	DD549	12/30/25	WITHLACOOCHEE RIVER ELECTRIC	122625ACH	11/4-12/4/25	service date 11/4-12/4/25	543014-53100	\$137.26
001	DD549	12/30/25	WITHLACOOCHEE RIVER ELECTRIC	122625ACH	11/4-12/4/25	service date 11/4-12/4/25	543079-57201	\$627.86
001	DD549	12/30/25	WITHLACOOCHEE RIVER ELECTRIC	122625ACH	11/4-12/4/25	service date 11/4-12/4/25	543085-57201	\$50.08
001	DD550	12/30/25	PASCO COUNTY UTILITIES SERVICES	123025 ACH	10/8-11/7/25	service 10/8-11/7/25	543041-53601	\$1,679.93
001	DD551	12/30/25	FRONTIER ACH	111325 ACH	11/23-12/12/25	SERVICE 11/13-12/23/25	541009-57201	\$179.49
<b>Fund Total</b>								<b>\$89,715.57</b>

### **SERIES 2010 DEBT SERVICE FUND - 201**

201	2763	12/03/25	NEW RIVER-C/O U.S BANK N.A.	11102025-A2	Transfer of Tax Receipts (Series 2010 A-2	Due From Other Funds	131000	\$2,162.25
<b>Fund Total</b>								<b>\$2,162.25</b>

### **SERIES 2020 DEBT SERVICE FUND - 202**

202	2764	12/03/25	NEW RIVER-C/O U.S BANK N.A.	11102025-A1	Transfer of Tax Receipts (Series 2020 A-1)	Due From Other Funds	131000	\$2,229.51
<b>Fund Total</b>								<b>\$2,229.51</b>

<b>Total Checks Paid</b>	<b>\$94,107.33</b>
--------------------------	--------------------

# ESTIMATE



## Prepared For

New River CDD  
Autumn Ridge Dr  
Wesley Chapel

### Visual Enhancements Inc

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

Estimate # 12483

Date 01/29/2026

Description	Total
<b>Fountain</b>	<b>\$1,293.50</b>
Fountain	\$1,293.50
-Drain Fountain	
-Pressure clean and apply UGL Drylock white to surface	
<b>Subtotal</b>	<b>\$1,293.50</b>
<b>Total</b>	<b>\$1,293.50</b>

## Disclaimer:

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

## TERMS & CONDITIONS

1. General. This proposal is subject to change without notice and is automatically withdrawn on the 30th day following the date of issue if not accepted in writing and a copy of this proposal returned to Visual Enhancements Inc ("Contractor"). If the customer cancels this Agreement prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement Customer and Contractor agree that the liquidated damages amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or to cancel this Agreement prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (d) singular words include plural and vice versa.

2. Access. Customer shall provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Customer represents to Contractor that all of the existing surfaces are suitable to receive the materials identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises for stains, ceiling damage and/or structural damage. Contractor shall not be responsible for any preexisting stains, ceiling damage and/or structural damage. Customer shall provide Contractor with all information necessary to prepare the Notice of Commencement. Customer and/or Owner shall hold harmless and indemnify Contractor from all damages, liabilities, attorney's fees and other expenses incurred as a result of the Customer and/or Customer's failure to fulfill its obligations under this paragraph.

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



credit check on Customer. Customer shall pay interest at the rate 1 1/2% per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any and all unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. The total Agreement amount, including the charges for changes/extras outside the scope of work identified herein, shall be payable to Contractor in accordance with the Agreement. No portion of the agreed upon payment may be withheld, back charged or used as a setoff of the agreed upon payment amount without the written consent of Contractor. Customer acknowledges and agrees that it has an independent obligation to pay Contractor regardless of any outstanding insurance claims. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses incurred whether or not litigation is initiated. Collection matters may be processed through litigation or arbitration at Contractor's sole discretion. If there is an increase in the price of materials charged to the Contractor in excess of five (5%) percent, subsequent to making this Agreement, then the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience. Contractor shall submit written documentation of the increased charges to the Customer. If Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend performance of all work, suspend shipments and/or warranties until full payment is made, and/or terminate this Agreement. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up. The parties acknowledge and agree that the substitution of materials and price adjustments may be required based on changes in material availability and the cost to obtain and deliver materials to the project between the date of this Agreement and the delivery date. In such event, Contractor and Customer shall work together in good faith to identify substitute materials that are similar in price and quality and that do not cause an increase to the Agreement amount. If Customer selects substitute materials that increase the Agreement amount, then the Agreement will be adjusted to reflect the additional costs incurred by the Contractor to purchase and deliver the materials.

4. Site Conditions. Should the Contractor discover concealed or unknown conditions in the existing structure that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Contractor started work on a building or performed repair work. Contractor is not responsible for condensation, moisture migration from the building interior or other building components, or structural conditions.

5. Restrictions and Requirements. Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the

character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the improvements contained in this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this Agreement.

6. Customer Protection of Property. Customer shall be solely responsible for any damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, appurtenances, or other real or personal property at the project location during construction. Contractor shall not be responsible for any damage caused by dust or debris caused by Contractor's work. The cost for testing and abatement of asbestos and lead is the sole responsibility of the Customer. Customer shall be responsible for indoor air quality during the work and shall hold Contractor harmless, indemnify and defend Contractor from any and all claims, actions, proceedings, and complaints arising out of or relating to fumes, odors, and/or the indoor air quality during Contractor's performance of the work. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner.

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

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

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

9. Damage Limitation. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, incidental or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to

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

10.Warranties. Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void Contractor's warranty and all of Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) as a result of the breach in the Manufacturer's warranty.

11.Claims. It is Customer's duty to notify Contractor in writing within seven (7) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

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

13.Acts of God. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes pandemics, epidemics, COVID-19 or similar viruses/illnesses requiring quarantine, work stoppage or slowdown in the progress of the work as a result of any ongoing epidemic or pandemic whether caused by a private actor's decision, government action, or an outbreak related to COVID-19 or any locally, state, or federally declared epidemic or pandemic, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

14.Customer Delay. The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of

Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.

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

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

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

18.Construction and Interpretation. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Proposal/Contract," "Limited Workmanship Warranty," and "Statutory Warnings," as well as any

other document signed by both parties as part of this Agreement. Customer represents that it has read and fully understood the Contract Documents, or has had an opportunity to consult with counsel, prior to executing this Agreement.

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

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

## STATUTORY WARNINGS

### LIEN LAW

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

### CHAPTER 558 NOTICE OF CLAIM

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

### RADON GAS WARNING

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

### FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

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

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

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



---

---

Signed on: 02/03/2026

New River CDD



**ADVANCED AQUATIC SERVICES, Inc.**  
**- Pleco Hole Remediation Proposal-**

**February 2, 2026**

**New River CDD  
c/o INFRAMARK  
210 N. University Drive, Suite 702  
Coral Springs, FL 33071**

**Item Description**

**Advanced Aquatic** shall perform the work in accordance with the following scope of services:

Two (2) Advanced Aquatic team members will plug all the Pleco holes around the perimeter of all ten (10) ponds within the New River CDD community. All holes will be plugged using chicken wire to prevent the nests from being reused.

**Total \$1,800.00**

- 1.) Advanced Aquatic Services, Inc. shall not be responsible for acts beyond its reasonable control, including but not limited to adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
- 2.) Advanced Aquatic, Services, Inc. shall not be responsible for any hydrologic issues related to the site/property.
- 3.) Pricing is subject to inventory availability.
- 4.) Invoices submitted for work completed shall be paid within 30 days of receipt. Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.
- 5.) Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
- 6.) This proposal shall be valid for 30 days upon receipt.

Signature:  Title: On-Site Field Manager

Print Name: Beck Spaw Date: 2/3/26

[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

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



## Proposal #7819

### 7819 - New River CDD - Regrading and Sod Installation at 5336 Little Stream - February 2026

**Date** 2/2/2026

**Customer** New River CDD | 5227 Autumn Ridge Dr | Wesley Chapel, FL 33545

**Property** New River CDD | 5227 Autumn Ridge Dr | Tampa, FL 33545

**Account Manager** Jessi Milch

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at [projects@pinelakeLLC.com](mailto:projects@pinelakeLLC.com) or (813) 948-4736.

Pine Lake to regrade the turf area in between 5336 and 5344 Little Stream in New River CDD.

In an effort to encourage proper drainage from the sidewalk/turf to the road, existing turf will be cut, additional soil and sod will be added to create more of a slope for water drainage. Area closest to the road curb will be cut in significantly.

+/- 25 sq ft of St. Augustine Sod

\*Photo not drawn to scale. For illustrative purposes only.\*





Regrading and Sod Installation

Demo and Prep		Quantity	Unit
St. Augustine pieces		15.00	EA
Topsoil		0.50	cuyd
PROJECT TOTAL:			\$588.46

## Terms & Conditions

### Terms & Conditions

#### Payment Terms

Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.

Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.

Interest will accrue on all invoices over thirty days old. Past due amounts will accrue interest at a rate of 1.5% per month (18% APR). Client agrees to pay any costs associated with collection, including but not limited to court and attorney's fees as additional sums owed.

#### Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

This Proposal price is valid for thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.

Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.

Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.

Soil replacement where base material and/or aggregate material was removed for proper planting

Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.

Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.

Conduit and connections for electrical, gas, and all other utilities and services

Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges

MOT for temporary traffic control

Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs

Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or

landscape

We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed

#### Backflow Connection

Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.

Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:

Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.

Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.

Existing tree preservation, barricading, pruning, root pruning, or inventory

Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work

Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors

Warranty on transplanted plant material from the project site

Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

#### **Procedure for Extra Work, Changes and Escalation**

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.

Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be

executed using current market prices

### **Escalation Clause**

In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

### **Warranty and Tolerances**

Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work

Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract

Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.

Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client

Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor

Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.

Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

### **Material Tolerances**

Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.


Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone


Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor

By   
\_\_\_\_\_  
**Jessi Milch**  
  
Date 2/2/2026  
\_\_\_\_\_  
**Pine Lake Services, LLC**

By   
\_\_\_\_\_  
**New River CDD**  
  
Date 2/3/26  
\_\_\_\_\_



# Outdoor Oasis

RECIPIENT:

**Beck Spaw**  
5227 Autumn Ridge Drive  
Wesley Chapel, Florida 33545

Quote #1308	
Sent on	Feb 05, 2026
Total	\$300.00

Product/Service	Description	Qty.	Unit Price	Total
Paver Repairs	Lift, relevel and relay the pavers per the document sent to us.	1	\$300.00	\$300.00
Total				\$300.00

This quote is valid for the next 30 days, after which values may be subject to change.

Concrete demolition is based on 4" maximum thickness, additional thickness may result in an additional charge. Any work directly to the side of a swimming pool may result in dirt and debris in the pool that will need to be cleaned out by others. We're not responsible for buried sprinkler lines, utilities, fixtures, etc. that may be damaged as a result of the paver installation work.

Unless otherwise stated on the proposal, permit fees will be added to the final bill and are not included in this proposal. If it is not included in the proposal, any de-rooting needed will be an additional cost. Removal of pavers installed with adhesive or thinset are not included unless explicitly stated above. Removal of customer's existing pavers installed over sand beds are included. If not accepted within 30 days, this proposal may be withdrawn.

Any additional changes or additions to the project will incur extra charges and must be mutually approved by both parties. An invoice will be provided for approval before any additional work commences. Owner is responsible for removing furniture and covering furniture from any dust that we may do during the project.(minimum of \$200 to remove and heavy furniture in the area)

The Contractor shall not be held liable for any damages to pavers resulting from manufacturing defects or during delivery. Please note that concrete products may exhibit color variations, meaning the color may differ slightly. The Contractor is not responsible for relocating sprinklers unless explicitly requested by the client at an additional cost or capped at no charge. If any pipes are hit while removing sod or concrete we will repair at no cost. During demolition, wires may be inadvertently hit (Contractor not liable). The client is advised to contact 811 before the project commences.

In the event that the client interferes with the project post-completion and causes damage, the warranty will be void. A fee will be charged to rectify any damages. Sod may sustain damage during the project due to the transportation of materials. The Contractor will lay plywood to minimize such damage. We are not responsible for purchasing sod or laying down sod. If it is raining the day of scheduled service the job may have to be rescheduled for another day. Outdoor Oasis will contact you as soon as possible to discuss the situation and reschedule as needed. If it rains after installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will do our best to seal up any openings before it rains. Concrete forms must often remain in place for several days. Customer shall protect Outdoor Oasis forms from theft, damage, and use by other parties. In the event that, due to poor subgrade conditions, sinking occurs when we drive onto your site, Services Provider will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.

EXCLUSIONS:

- \* Any final landscaping or grading of dirt outside of the pavers.
- \* Additional future sanding after initial job completion.



# Outdoor Oasis

If there is a change in the size of project, Outdoor Oasis Group, LLC reserves the right to revise its pricing accordingly. Bricks are a man made concrete product and are by nature imperfect. Though thru elements, exposure and chemical pitting character flaws may occur.

## General Notes:

- Pricing is based on standard paver colors and shapes unless otherwise noted. Outdoor Oasis Group LLC reserves the right to revise its pricing depending on choice of manufacturer, color, shape and design chosen to complete the job.

- Sub grade compaction and base installation and compaction is included. If excessive settlement due to paver compaction occurs and more setting bed material is required, a change order will generated for the additional materials and labor upon confirmation and approval. Compaction densities will meet minimum of 95% modified proctor density for soil and 98% of AASHTO T-1800 for base materials. If compaction to sub-base is not accomplished properly, it will be at the owner's discretion to rectify any future settlements issues. Base and compaction requirements not applicable if a concrete poured foundation/base is installed.

- Initials sanding will be washed in upon installation completion after compaction provided that a suitable water source is available. Further future sanding is a customer maintenance concern and will not be Outdoor Oasis Group LLC's responsibility.

- Staging area must be within 100ft of installation area. Reasonable access is required to complete the scope of work. If access area is finished asphalt or concrete, including the street, Outdoor Oasis Group LLC is not responsible for any damage that may occur. If renovating a driveway, pavers will be placed on the lawn.

- Customer is responsible for inspection of materials for proper color and shape prior to installation. All sales are made in accordance with the reseller's samples, which the customer has seen and approved. No guarantee of exact or shade is made. 1" paver will not match 2 3/8" pavers.

- Customer must provide water and electricity on job site.

- Outdoor Oasis Group LLC is not responsible for damages caused by owner neglect, other subcontractors on site, misuse, acts of nature, or settling from Client performed sub grading.

- A Notice to Owner, as standard Florida law, may be sent to the Owner from Suncoast Brick Pavers and/or it's suppliers.

- Customer is aware of manufacturer warranties on materials utilized.

- Although due care will be taken, Outdoor Oasis Group LLC shall not be held responsible for damage to irrigation, sprinkler heads, underground pipes, utilities or wires, trees, grass, landscaping, garage doors, any doors, pool/spa lights, pool interiors, pool tile, railings, awnings, paint, stucco, walls, planters, ceiling fans, a/c units, grills, lighting, electronic equipment near work area.

- No Refunds

- If materials need to be ordered then the 90 day completion me frame will start once the materials

- If a permit is required then the 90 day completion me frame will start from date the permit is issued.

- All materials are property of Outdoor Oasis Group LLC unless materials are paid in full

- This Proposal does not become contract unless accepted and signed by an officer of the seller/company, and if not accepted any cash payment deposit will be returned.

- No statement, implied or expressed, representation or agreement, written or verbal not appearing on the face of this contract shall not be bonding upon the pares hereto.

- Seller/company expressly reserves all contractors; mechanics and material men lien which may be asserted under a provision of law to secure payment of the contract price and may be asserted and fix the same upon the real property on which installation was made.

- In the event payment of this contract is enforced through attorneys or by suit in bankruptcy or probable proceedings, seller/company may recover and purchaser/buyer hereby agree to pay reasonable attorney fees and cost of court.





# Outdoor Oasis

- All sums net pay as due shall bear interest at the maximum rate allowed by law unless date payment is received, and unless otherwise stated all sums become due and payable upon substantial completion of work. Contractor will return title until full payment of obligation of agreement is met. The purchaser/buyer whose name appears on this agreement personally guarantees payment of contract.
- Contractor shall not be responsible for any faults due to cracks, discoloration or hydrostatic pressure.
- Purchaser/buyer assumes all liabilities for damages to pools, pipes and electrical systems. If holes are drilled/excavated at purchaser/buyers risk.
- Purchaser/buyer is responsible for removal of all non-stationary objects on areas which work to be done.
- Purchaser/owner hereby acknowledges and accepts the fact that the product to be installed may vary in color from that displayed in samples.
- Any surface defects requiring touch-ups or repairs shall be covered as warranty work and in shall in no way affect the payment schedule. Payments held to touch ups or repairs will be considered in default. No warranty work will be performed unless customer has paid in full amount of the contract price to Outdoor Oasis Group
- Once sealer is applied, purchaser/buyer shall be solely responsible for any and all footprints by pets and other prior to hardening.
- Due to conditions beyond our control, concrete will not be changed or modified once it has hardened. Any additional leveling or straightening will be charged extra and must be noted at top of contract.
- Cantilever coping may vary in thickness due to existing job conditions.
- Outdoor Oasis Group is not responsible for cold joints in installation due to rain, starting and stopping of work, of acts of God.
- From the date contract is signed Outdoor Oasis Group has a total of 90 days for full job completion

Terms of Proposal:

50% Up Front  
50% when the job is completed

CREDIT CARDS ADD 3.5% FEE

Note:

Before work can be scheduled and materials can be ordered, a 50% Deposit and signed paperwork are required. The balance of the paver installation is due upon completion of the work. The balance of the cleaning & sealing price is paid upon completion of sealer work. The sealer work will not be scheduled until the paver installation price has been paid in full.

Feb 05, 2026

Date

*Beck Spaw*

Client Signature

## RESOLUTION 2026-02

### **A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF SUCH SURPLUS PROPERTY THROUGH A PUBLIC SALE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the New River Community Development District (the “**District**”) owns certain real property in Pasco County, Florida that is the triangular portion of **Tract M** as shown in the subdivision plat of New River Lakes Phase 1 Parcel “D”, as recorded in Plat Book 64, Page 90, of the public records of Pasco County, with the Parcel ID of 11-26-20-0070-00M00-0000, located behind 5516 Fisher Glen Loop, Wesley Chapel, FL 33545, more particularly described in the legal and sketch attached hereto as **Exhibit A**, and is approximately 724 square feet (“**Property**”).

**WHEREAS**, there are no platted dedications, any other recorded documents, or any permit requirements that require the continued maintenance of the Property in its current use;

**WHEREAS**, there are higher and better uses for the Property, the continued use of the Property as common area is no longer economical or efficient, nor is the Property serving a useful function for the District, and it is cost prohibitive for the District to continue to maintain the Property;

**WHEREAS**, the District has determined that (i) ownership of the Property is not necessary or required for the District to discharge its legal duties and obligations, (ii) continuing ownership of the Property constitutes a maintenance obligation and recurring expense for the District, (iii) ownership of the Property is not otherwise useful or desirable to the District;

**WHEREAS**, the adjacent property owner to the Property has requested the District declare it as surplus property and sell it to them, the usage and potential options for the Property has been an agenda item and discussed at numerous meetings and workshops, and there is no other property that is adjacent to the Property that would benefit from or be able to develop the property, newspaper notice of the District’s potential plan to sell the Property will be given to the general public for their opportunity to purchase the Property;

**WHEREAS**, in accordance with Section 190.011 (1), Florida Statutes, the District may dispose of real property and execute contracts to exercise such power;

**WHEREAS**, the District has determined that it is in the best interests of the District to declare the Property as surplus property of the District; and

**WHEREAS**, the District desires to authorize its staff to advertise a public sale of the Property in accordance with Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT:**

**Section 1. Incorporation of Recitals.** The above recitals are true and correct and incorporated herein as a material part of this resolution.

**Section 2. Declaration of Surplus Property.** The District hereby declares the Property to be surplus property of the District.

**Section 3. Public Sale of the Property.** The District staff are hereby authorized and directed to take the necessary and appropriate steps to advertise a public sale of the Property in accordance with Florida Statutes.

**Section 4. Authority to Execute.** The District hereby authorizes and directs the Chair or Vice-Chair of the Board of Supervisors of the District to take any such action and execute all other documents as may be required to carry out the intent of the foregoing.

**Section 5. Conflicts.** All prior resolutions, motions, actions, or directions of the Board of Supervisors of the District inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions set forth herein and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

**Section 6. Severability.** In the event any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

**Section 7. Effective Date.** This Resolution shall take effect upon its adoption.

**Passed and Adopted** on February 16, 2026, by the Board of Supervisors of the New River Community Development District.

**Attest:**

**New River  
Community Development District**

\_\_\_\_\_  
Mark Vega  
Secretary

\_\_\_\_\_  
Jeff Smith  
Chair of the Board of Supervisors

**DESCRIPTION:**

A portion of TRACT "M" COMMON AREA, NEW RIVER LAKES PHASE 1 PARCEL "D", according to the Plat thereof, recorded in Plat Book 64, Pages 90-113, of the Public Records of Pasco County, Florida, lying in Section 11, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

**BEGIN** at the Northwest corner of LOT 50, NEW RIVER LAKES PHASE 1 PARCEL "D" - PARTIAL REPLAT, according to the Plat thereof, recorded in Plat Book 68, Page 123, of the Public Records of Pasco County, Florida; run thence along the Northerly extension of the West line of said LOT 50, N.31°32'11"W., 15.65 feet to a point on the Northerly boundary of aforesaid TRACT "M"; thence N.66°22'00"E., 65.62 feet along said Northerly boundary to the Northerly extension of the East line of aforesaid LOT 50; thence along said Northerly extension, S.31°32'11"E., 6.63 feet to the Northeast corner of said LOT 50; thence along the North line of said LOT 50, S.58°27'49"W., 65.00 feet to the to the **POINT OF BEGINNING**.

Containing 724 square feet, more or less.


**BASIS OF BEARINGS:**

Bearings shown hereon are based on the North Line of LOT 50, NEW RIVER LAKES PHASE 1 PARCEL "D" - PARTIAL REPLAT (P.B. 68, PAGE 123) having a Grid bearing of S.58°27'49"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.



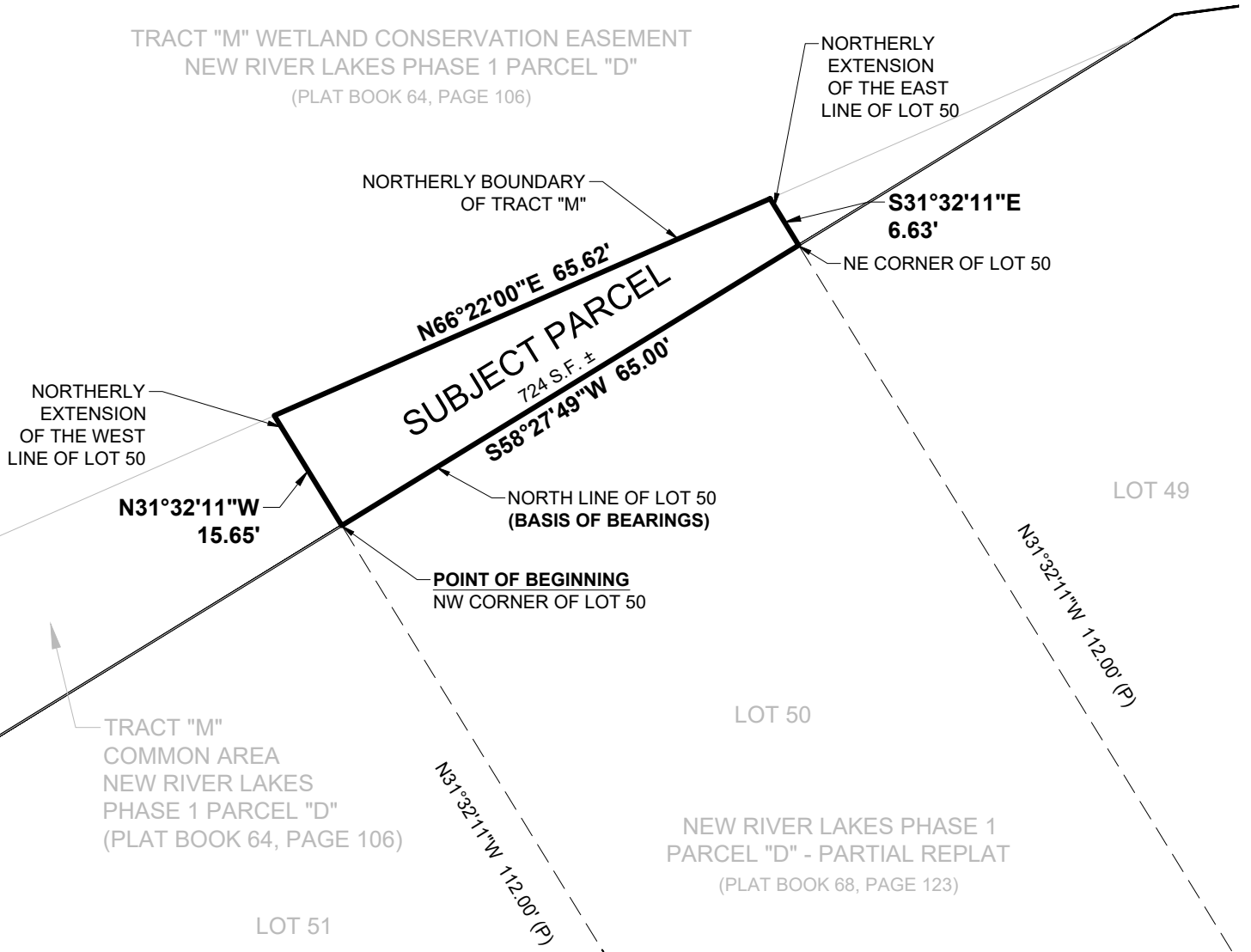
The Description hereon is not  
valid without the accompanying  
sketch shown on Sheet 2

Description	Sketch
Not a survey	

Survey History			Surveyor's Certificate	New River CDD	 701 S. Howard Avenue, Suite 106-320 Tampa, FL 33606 813-515-0821 MRICSpatial.com Licensed Business #8325
Date	Description	By	This sketch not valid without the original signature and seal of a Florida Professional Surveyor and Mapper, or a digital signature complying with 5J-17 Florida Statutes  <hr/> <b>Pierson A Monetti, LS 7227</b>	Description Sketch	
01/13/26	Date of Sketch	NCC		Prepared for: Lot 50	
				Section 11	
				Township 26 South	
				Range 20 East	
				Pasco County, FL	
				Project Number: 260008	Sheet 1 of 2

# Exhibit "A"

TRACT "M" WETLAND CONSERVATION EASEMENT  
NEW RIVER LAKES PHASE 1 PARCEL "D"  
(PLAT BOOK 64, PAGE 106)



0 10' 20'

Scale: 1" = 20'

Not Valid without Sheet 1

Description Sketch  
Not a survey

Survey History		
Date	Description	By

Surveyor's Certificate
See Sheet 1 for Surveyor's Certificate

New River CDD
Description Sketch
Prepared for: Lot 50
Section 11 Township 26 South Range 20 East Pasco County, FL



701 S. Howard Avenue, Suite 106-320  
Tampa, FL 33606  
813-515-0821  
MRICSpatial.com  
Licensed Business #8325

Project Number: 260008
Sheet 2 of 2

**NEW RIVER COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC BID FOR SALE OF SURPLUS PROPERTY**

The New River Community Development District (the “**District**”) hereby gives public notice of its intent to sell the following certain real property in Pasco County, Florida, in an as-is condition, as surplus property:

The triangular portion of Tract M as shown in the subdivision plat of New River Lakes Phase 1 Parcel “D”, as recorded in Plat Book 64, Page 90, of the public records of Pasco County, with the Parcel ID of 11-26-20-0070-00M00-0000, located behind 5516 Fisher Glen Loop, Wesley Chapel, FL 33545 (“**Surplus Property**”). The District has a sketch and legal description and can provide it upon request. The Surplus Property is approximately 724 square feet.

The Surplus Property was conveyed to the District as common area for no specific purpose and the continued costs for maintaining it are not an efficient use of the District’s resources, so it has been declared surplus property of the District. This property will remain subject to the District, homeowner’s association, and any documents or restrictions of record.

The District will accept sealed bids for the purchase of the Surplus Property. **Bids must be received by 11 am on Friday March 6, 2026** at which time the bids will be opened and read aloud. Bids should be submitted in a sealed envelope and addressed to the New River Community Development District, Attn: Mark Vega and delivered to 2654 Cypress Ridge Blvd, Suite 101, Wesley Chapel, FL 33544.

If there is only one bid, then the Chair or Vice-Chair of the Board of Supervisors will work with staff to determine if the bid provides a fair market value of the Surplus Property and may sell the Surplus Property to the bidder. If there are multiple bidders, then the Board will discuss the bids and sale at its meeting on **Monday March 16, 2026, at 5:30 p.m.** at the New River Amenity Center located at 5227 Autumn Ridge Drive, Wesley Chapel, FL 33545. If the Board determines that the bid amounts do not provide a fair market value of the Surplus Property, then the Board may reject the bids. If the Board determines that the bid amounts are sufficient, then the Surplus Property will be sold to the highest bidder. If the highest bidder fails to make full payment and close on the Surplus Property within 60 days then it will be offered to the next highest bidder, and if there aren’t any remaining bidders it may be sold to any person interested in purchasing the Surplus Property without another public bid process. The purchaser will be responsible for their own transaction costs and will pay the doc stamps and recording fees.

The Board’s decision to sell the Surplus Property may change pursuant to discussion by the Board and public comments. This meeting may be continued to date, time, and place certain. If anyone chooses to appeal any decision of the Board with respect to any matter considered, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which such appeal is to be based.

Information about the District is available at its website at: <https://www.newrivercdd.com/> or by contacting the District Manager, Mark Vega via email at [mark.vega@inframark.com](mailto:mark.vega@inframark.com).