



New River  
Community Development District

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Jeff Smith, Chairman

David Lione, Vice Chairman

Ryan Thomas, Assistant Secretary

Jordan Alexander, Assistant Secretary

Russ Mercier, Assistant Secretary

June 1, 2026

# AGENDA

# New River Community Development District

## Agenda

Monday  
June 1, 2026  
5:30 p.m.

Seat 2: Jeff Smith - C	
Seat 1: David Lione - VC	
Seat 3: Ryan Thomas - AS	
VACANT	
Seat 5: Russ Mercier - AS	

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

Zoom Link: <https://us06web.zoom.us/j/8260385621>  
Meeting ID: 826 038 5621  
Passcode: dS3D6Q  
Zoom Phone #: (305) 224-1968

### **Audit Committee Meeting**

- I. Roll Call
- II. Selection of Audit Criteria
- III. Adjournment

### **Board of Supervisors Meeting**

- I. Roll Call
- II. Supervisors' Requests & Audience Comments on Specific Items on the Agenda) Audience Comments Limited to 3 Minutes per Person)
- III. Acceptance of the May 4, 2026 Workshop Minutes
- IV. Organizational Matters
  - A. Acceptance of Supervisor Jordan Alexander's Resignation
  - B. Discussion of Vacant Seat
- V. Staff Reports
  - A. Aquatics Maintenance
    1. Consideration of Advanced Aquatic Proposal for Aquatic Maintenance of Additional Ponds
  - B. Landscape Manager
    1. Report
    2. Consideration of Pine Lake Services Proposal for Well Repair
    3. Consideration of Pine Lake Services Proposals for General Maintenance on Avalon Park Common Areas
      - i. Option 1

ii. Option 2

C. Field Manager

- VI. Consideration of Resolution 2026-07 Approving the Fiscal Year 2027 Proposed Budget & Setting a Public Hearing Date to Adopt (*Budget To Be Provided Under Separate Cover*)
- VII. Supervisor Requests and General Audience Comments (Limited to 3 Minutes)
- VIII. Next Regularly Scheduled Board of Supervisors Workshop is **June 15, 2026 at 5:30 p.m.** at the New River Amenity Center
- IX. Next Regularly Scheduled Board of Supervisors Meeting is **July 20, 2026 at 5:30 p.m.** at the New River Amenity Center
- X. Adjournment

*Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <https://www.newrivercdd.com>*

# AUDIT COMMITTEE MEETING

# SECTION II



**BOARD OF  
SUPERVISORS'  
MEETING**

# SECTION III

**MINUTES OF WORKSHOP  
NEW RIVER  
COMMUNITY DEVELOPMENT DISTRICT**

The workshop meeting of the Board of Supervisors of the New River Community Development District was held on Monday, **May 4, 2026** at 5:30 p.m. at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida.

Present for the workshop were:

Jeff Smith	Chairman
David Lione	Vice Chairman
Russ Mercier	Assistant Secretary
Jordan Alexander	Assistant Secretary
Ryan Thomas	Assistant Secretary

Also present were:

Beck Spaw	Field Manager
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*The following is a summary of the discussions and actions taken at the May 4, 2026 New River Community Development District's Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Spaw called the meeting to order at 5:30 p.m.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Board and staff participated in the pledge of allegiance.

**THIRD ORDER OF BUSINESS**

**Review of Pine Lake Services Proposal for Sod Replacement**

The Board reviewed the Pine Lake Services, LLC proposal to install new St. Augustine sod to match the existing/intentional turf type along medians and ROW's of River Glen Blvd in

New River CDD. The proposal includes flagging of irrigation heads pre-install and irrigation check post-install. The proposal totaled \$92,285.48.

**FOURTH ORDER OF BUSINESS**

**Supervisor Requests and General Audience Comments**

Ms. Spaw opened the meeting for audience comments and Supervisor requests.

**FIFTH ORDER OF BUSINESS**

**Next Regularly Scheduled Board of Supervisors Meeting is May 18, 2026 at 5:30 p.m. at New River Amenity Center**

The next Board of Supervisors meeting is scheduled for May 18, 2026 at 5:30 p.m. at New River Amenity Center.

**SIXTH ORDER OF BUSINESS**

**Next Regularly Scheduled Board of Supervisors Workshop is June 1, 2026 at 5:30 p.m. at New River Amenity Center**

The next workshop meeting is scheduled for is June 1, 2026, at 5:30 p.m. at New River Amenity Center.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further discussion, the meeting was adjourned.

# SECTION IV

# SECTION A



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From: **Jordan Alexander** <[seat4@newrivercdd.com](mailto:seat4@newrivercdd.com)>  
Date: Mon, May 18, 2026 at 7:11 PM  
Subject: Resignation from New River CDD Board  
To: <[byoung@gms-tampa.com](mailto:byoung@gms-tampa.com)>  
Cc: Jordan Alexander <[jma713@gmail.com](mailto:jma713@gmail.com)>

Hi Brian,

I am writing this message to formally resign my position on the New River CDD effective May 21, 2026. I have sold my home and will no longer be a resident of the district. If there is anything I need to do or anything you need from me, please let me know.

Thank you,  
Jordan Alexander  
260-515-4950  
[jma713@gmail.com](mailto:jma713@gmail.com)

# SECTION V

# SECTION A

# SECTION 1



WATERWAY MAINTENANCE AGREEMENT

FOR

***NEW RIVER COMMUNITY DEVELOPMENT***

***DISTRICT***



[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, Apollo Beach, Clearwater, Fort Myers, and Port St. Lucie,

1-800-491-9621




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## WATERWAY CHART

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Client: New River Community Development District

Survey Date: May 2026

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WATERWAY	PERIMETER :	ACREAGE :
18	1,683	1.73
19	1,228	1.26
20	2,066	5.1
21	1,257	2.39
22	2,718	3.81
23	995	1.29
24	1,816	2
25	654	0.48
<b>Total:</b>	<b>12,417</b>	<b>18.06</b>

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

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**NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**



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1-800-491-9621



**NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**



May 6, 2026 at 11:00:39 AM  
Wesley Chapel FL 33545  
United States



May 6, 2026 at 11:02:18 AM  
Wesley Chapel FL 33545  
United States



May 6, 2026 at 11:02:46 AM  
Wesley Chapel FL 33545  
United States



May 6, 2026 at 11:03:37 AM  
Wesley Chapel FL 33545  
United States

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

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

1-800-491-9621



New River CDD - Ponds #18-25



Image © 2025 Airbus



Proposal Date: 5/8/2026

## ENVIRONMENTAL SERVICES AGREEMENT

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

New River Community Development District  
c/o Governmental Management Services  
4530 Eagle Falls Pl  
Tampa, FL 33619

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

- 1) AAS, Inc. agrees to manage additional eight (8) ponds (#18 -#25) with a total shoreline of approximately 12,417 linear feet located at New River CDD in Wesley Chapel, Florida.
- 2) A minimum of 24 inspections with treatment as required (2 visits per month).
- 3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Breakdown of Service:

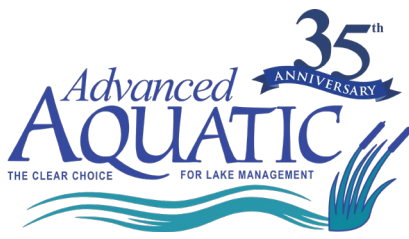
Aquatic Weed and Algae Control	\$985.00
Shoreline Weed Control	Included
Debris Removal (man-made ex: cans, bottles)	Included
Management Reporting	Included
Quality Assurance Reporting	Included
<b>Total Monthly Investment</b>	<b>\$985.00</b>

Payments to be made in equal and consecutive monthly installments of \$985.00.

Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

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

- 4) This agreement is subject to the terms and conditions contained on pages 1-2 of this agreement.
- 5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.
- 6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).
- 7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several



Proposal Date: 5/8/2026

(New River Community Development District, Page 2 of 2)

seasons to decompose. AAS, INC. is not responsible for such removal.

8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.

9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.

11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.

13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.

14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.

15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

For: *Advanced Aquatic Services, Inc.*

Authorized Customer's Signature Title

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_

# SECTION B

# SECTION 2



## New River CDD - Well Repair Proposal 5-26

**Date** 5/12/2026  
**Customer** New River CDD | 5227 Autumn Ridge Dr | Wesley Chapel, FL 33545  
**Property** New River CDD | 5227 Autumn Ridge Dr | Tampa, FL 33545

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.

Proposal to get the 3 existing wells on the property operational. This price does not include hooking the wells to the irrigation system or disconnecting from the reclaimed water.

Wells 1&2 need identical repairs to be operational.

Well 3 seems to be operational and will just need to be inspected and minimal repairs once power is restored.

### Rebuilding Wells to Operational Condition

#### Well #1

Items	Quantity	Unit
5HP Grundfos Submersible Motor	1.00	EA
5HP Grundfos Submersible Pump	1.00	EA
5Hp Grundfos Control Box	1.00	EA
Cycle Stop	1.00	EA
Challenger Pressure Tank	1.00	EA
2" SS Constant Pressure Manifold	1.00	EA
2" SS Ball Valve	1.00	EA
1" Braided Accessory Hose	1.00	EA
Heavy Duty Pressure Switch	1.00	EA

2" Galvanized Drop Pipe	105.00	If
5"x2" Well Seal	1.00	EA
10-3 W/G Submersible Pump Wire	109.00	If
Pressure Gauge 0-160 PSI	2.00	EA
Misc Fittings	1.00	EA
24" x 24" Eco Pad for Pressure Tank	1.00	EA
Installation Fee	1.00	EA

**Well #1:** \$16,428.02

**Well #2**

<b>Items</b>	<b>Quantity</b>	<b>Unit</b>
5HP Grundfos Submersible Motor	1.00	EA
5HP Grundfos Submersible Pump	1.00	EA
5Hp Grundfos Control Box	1.00	EA
Cycle Stop	1.00	EA
Challenger Pressure Tank	1.00	EA
2" SS Constant Pressure Manifold	1.00	EA
2" SS Ball Valve	1.00	EA
1" Braided Accessory Hose	1.00	EA
Heavy Duty Pressure Switch	1.00	EA
2" Galvanized Drop Pipe	105.00	If
5"x2" Well Seal	1.00	EA
10-3 W/G Submersible Pump Wire	109.00	If
Pressure Gauge 0-160 PSI	2.00	EA
Misc Fittings	1.00	EA
24" x 24" Eco Pad for Pressure Tank	1.00	EA
Installation Fee	1.00	EA

**Well #2:** \$16,428.02

**Well #3**

<b>Items</b>	<b>Quantity</b>	<b>Unit</b>
Inspection Fee	1.00	EA
Misc Fittings	1.00	EA
	<b>Well #3:</b>	\$572.00

**Fuel Surcharge**

**Fuel Surcharge**

<b>Items</b>	<b>Quantity</b>	<b>Unit</b>
Fuel Surcharge	1.00	EA
	<b>Fuel Surcharge:</b>	\$335.00
<b>PROJECT TOTAL:</b>		<b>\$33,763.04</b>

**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.
- If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.
- 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.

**E  
X  
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U**

# S i o n s

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 its 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

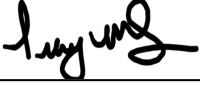
replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.

- 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
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.

- Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By   
\_\_\_\_\_  
Terry McLane  
Date 5/12/2026  
\_\_\_\_\_  
Pine Lake Services, LLC

By \_\_\_\_\_  
New River CDD  
Date \_\_\_\_\_

# SECTION 3

# SECTION i



## New River CDD - New Common Areas on Avalon Park Blvd 5-26 Revision 2

**Date** 5/22/2026  
**Customer** Brian Young | Governmental Management Services | 4530 Eagle Falls Place | Tampa, FL 33619  
**Property** New River CDD | 5227 Autumn Ridge Dr | Tampa, FL 33545

Dear Brian,

We realize our industry is highly competitive and you have a number of choices when it comes to landscape services. We are very pleased you have chosen Pine Lake Services and given us the opportunity to present you with a copy of our contract agreement for landscape management and services at your property.

We are confident that this agreement contains all the necessary services and conditions to exceed your expectations. Please take some time to review it. If by chance we missed something, please let us know as soon as possible in order to make the appropriate adjustments. If you have any questions or concerns regarding the agreement, please do not hesitate to contact your Business Development Professional or your Account Manager.

Pine Lake Services is aware you have many options when it comes to a landscape service provider which is why we continually strive to improve the look and feel of your property. In addition to the value of services we provide you, we also intend to deliver unsurpassed customer service and communication. We believe this is what sets us apart from our competitors.

We look forward to working with you and are confident that we will successfully exceed your expectations. We appreciate the opportunity to build a long-term relationship and want to assure you we will strive to maintain the trust you have placed in Pine Lake.

Please don't hesitate to call any of us personally if we can assist you in any way.

Respectfully,

Pine Lake Services Management Team  
(813) 948-4736

Areas marked in red are not included in this Proposal.



Customer Initials \_\_\_\_\_

### Fixed Payment Services

Description	Frequency	Cost per Occ.	Annual Cost
<b>Contract Services</b>			
General Maintenance - Summer	18	\$1,090.91	\$19,636.38
Fertilizer and Pest Control	4	\$587.78	\$2,351.12
Irrigation Inspection	4	\$370.00	\$1,480.00
<b>Annual Maintenance Price</b>			<b>\$23,467.50</b>

### Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
_____ Mulch Application	1	\$881.25	\$881.25
_____ Palm Pruning	1	\$0.00	\$0.00
_____ Spring Color	1	\$0.00	\$0.00
_____ Summer Color	1	\$0.00	\$0.00
_____ Fall Color	1	\$0.00	\$0.00
_____ Winter Color	1	\$0.00	\$0.00

### Payment Schedule

Schedule	Price	Sales Tax	Total Price
June	\$5,867.00	\$0.00	\$5,867.00
July	\$5,867.00	\$0.00	\$5,867.00
August	\$5,867.00	\$0.00	\$5,867.00
September	\$5,867.00	\$0.00	\$5,867.00
<b>\$23,468.00</b>		<b>\$0.00</b>	<b>\$23,468.00</b>

Customer Initials \_\_\_\_\_

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## Terms & Conditions

### General Contract Terms

A. The term of this contract:

From start date 6-1-26 To end date: 9-30-26

B. Client agrees to pay Contractor the total price of all seasonal services as compensation for the complete performance of the terms and conditions of this contract.

C. Client shall be invoiced on the first (1st) of each month of service and the payment shall be due the last day of that month.

D. Payments made via credit card will include an additional 3% credit card fee.

E. If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charged.

F. Both parties reserve the right to cancel this agreement at any time with thirty (30) days written notice.

G. 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.

H. Fuel Surcharge. The monthly fee assumes a fuel cost of \$3.50 per gallon (the "Baseline"), benchmarked to the U.S. Energy Information Administration's Weekly Retail Gasoline Prices, Lower Atlantic Region, All Grades, All Formulations (the "Index"), at [www.eia.gov](http://www.eia.gov). If the Index value published for the first Monday of any invoiced month exceeds the Baseline by more than ten percent (10%), Contractor shall add a fuel surcharge to that month's invoice equal to two percent (2%) of the monthly fee for each \$0.25 per gallon (or fraction thereof) by which the Index exceeds the Baseline. The surcharge will appear as a separate line item, with the calculation provided upon request.

### Section A: Scope of Services

The following represents Pine Lake Services standard scope of services provided. Pine Lake will provide general service and mowing visits during the growing season each year with detail services provided when full scale mowing is not required. Additional services can be negotiated and will be detailed in the service package.

Mowing:

- All lawns will be mowed at least once each week while in the growing season, typically April-September. All lawns will be mowed every other week during the dormant season, typically October - March.
- Lake banks and retention ponds will be mowed to the water's edge.
- Mowing height will depend upon the type of turf and the season. Typically, the height will range

Customer Initials \_\_\_\_\_

from 2" to 4".

- Retention areas, and other areas too wet for proper mowing, will be mowed when the ground is firm enough to allow normal mowing procedures,
- Use of rotary mower with blades sharpened prior to each visit and properly balanced on a monthly basis shall be used on each property.

Edging:

- All lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing, headers, retaining walls, and utility foundations will be edged with a "blade edger" in order to maintain clean, crisp, and consistent edge lines.
- Bed edges will be kept clean and well defined around color beds, shrub beds, open beds, and tree trunks, so as to prevent encroachment from lawn and other adjacent materials.
- Edging of walks and curbs, will be performed every other time the turf is mowed.
- Clip or chemically treat around the bases of walls and fences and around posts, lights, trees, utility installations and valves, as required to keep a neat and clean appearance.

Weeding:

- Weeding of plant beds will be performed as necessary to control weed population and maintain healthy plants with a neat appearance.
- Ground cover beds infested with weeds will be chemically treated.
- Weed control in plant beds, open beds, ground between plants, joints in walks, decks, curbs, and drives, will be performed using appropriate manual (hand pulling), and/or chemical (herbicide) control methods. When it is necessary and practical to use chemical control, pre- and post- emergent herbicides will be applied with care so as not to injure adjacent desirable plants.

Clean up:

- All debris generated during the performance of this contract will be blown from sidewalks and curbs. This will encompass complete removal of weeds at curbs and pavement lines.
- All lawn areas will be cleared of litter and debris before mowing, so as not to shred and scatter foreign matter.
- All bed areas will be cleared of litter and debris to maintain a neat, clean appearance.

Pruning/Trimming/Shearing:

- Selective pruning will be performed on all ornamental plants and trees in order to maintain the natural habit of the plant/tree and to ensure health and vigor.
- Trim all trees per best management practices up to a height of twelve (12') feet and no single branches larger than 2" diameter.
- All properties that have Palm trees under 12' will be trimmed once a year, palms over 12' can also be trimmed if additional services are agreed to.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each type of plant variety.
- Plant pruning, trimming, and shearing will be accomplished under the supervision of an experienced specialist to assure the function is being performed in accordance with recommended horticultural practices, which allow for further budding, blooming, and proper growth habit.
- Pruning of plants, which overhang curbs, sidewalks, passageways, patios, balconies, fences, air

Customer Initials \_\_\_\_\_

conditioning units, and parking areas will be addressed when necessary.

- All trimmings and clippings will be collected and removed from the property.

Note: The intent is to maintain a consistent lateral line height of the canopy at 10 to 12 feet depending upon the specific requirement of the tree with respect to its location.

Fertilization:

- St. Augustine turf will be fertilized four (4) times per year using a fertilizer formulated to meet specific turf and seasonal requirements, or as needed based upon seasonal conditions.
- All applications will be performed using a complete fertilizer blend.
- Contractor will provide all materials for fertilization.
- All fertilizations will follow the Florida Best Management Practice guidelines.
- Certain municipalities' fertilizer black out ordinances will apply. Adjustments to this program can be made.
- Bahia, Bermuda and Zoysia turf is excluded from this contract but can be priced separately under an additional contract.

Weed Control:

- Turf weed control will require spot treatment in all grasses.
- Weeds germinating in paved areas, covered by these specifications, will be chemically controlled.

Disease and Fungal control:

- Any outbreaks of turf disease or fungal activity can be evaluated and proposed on a case by case basis. Treatments can be wide ranging and a proposal can be generated for treatment based on actual site visit at additional cost.

Contractor will provide a spraying program to minimize infestation of weeds and insects in all plant bed areas:

- Plant material will be fertilized two (2) times per year.
- Weed control will require spot treatment in all beds.
- Fire Ant control treatment will be provided upon approval of separate proposal additional cost.
- Insect control is limited to shrub and turf damaging insects only. Insect control does not cover pests such as termites, fleas, rats, carpenter ants, etc.
- There are exclusions with imported pests that do not currently have effective treatment options.
- Contractor will provide all materials for fertilization and insecticide.

Irrigation Management:

- Contractor will repair or replace properly installed and functioning sprinkler heads and ancillary devices damaged during the grounds maintenance operations.
- Sprinkler system repairs not resulting from maintenance operations will be performed on a time and materials basis. Such operations may include: Replacing damaged or missing heads, broken pipes, adding or moving heads in under watered areas, time clock repair, replacing or rebuilding valves, locating and splicing cut wires, and etc... all work requires prior written approval. A pre-approval authorization form will be sent.
- Time clocks and valves will be checked for proper operation and or malfunctions. Time clocks

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and various zones will be properly coordinated to provide adequate water to maintain all areas in a thriving condition with each season of the year. The clocks will be timed so that water generates throughout the root zone frequently as necessary to allow an adequate supply of oxygen to the root system to encourage proper growth.

- All irrigation clocks will be set to operate according to local watering restrictions.
- The system will be run monthly to check for coverage and even distribution rates, during non-business hours in an effort to prevent water deposits on vehicles in the parking areas. A written report will be submitted monthly on all findings.

### **Section B: Additional Services**

Work performed under this category, and not included in the contract scope of work, will be performed and charged using a time and material basis. Estimates for proposed work will be discussed with the client for approval before any work will begin.

#### Part 1: Additional Options if selected

##### Annual flower Plants:

- If included in this contract, the replacement of existing annuals shall be done four (4) times per year. Annuals that are included as a part of this contract will be of standard variety; premium annuals are available at an additional charge. Annuals in addition to, or not included in this contract, will be provided upon Client approval.

##### Mulch:

- If included in this contract, all mulched areas shall be replenished once annually. Material consists of cypress, pine bark, recycled, etc. Blowing and clean-up are included.

##### Palm Pruning:

- If included in this contract, palms in excess of twelve (12) feet, on average, will be trimmed once annually to ensure a proper and appealing appearance.

#### Part 2: Additional Services:

Other Available Services: Examples of additional services available but not included are as follows: Preventative fire ant control, turf fungicide applications & various tree injections

- Preventative fire ant control, fungicide applications, or various tree injection treatments.
- Landscape additions and renovations
- Landscape Lighting
- Plant replacement not attributed to Contractor negligence
- Turf/Sod replacement
- Repairs & modifications to irrigation system

Customer Initials \_\_\_\_\_

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SECTION C: GENERAL TERMS AND CONDITIONS

Part 1: Contractor's Responsibility

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

A. Workforce: The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

B. Landscape Materials: All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

C. Licenses and Permits: The Contractor will maintain all licenses, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

D. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

E. Insurances: The Contractor agrees to maintain General Liability Insurance Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage to or caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. The Contractor is liable for any damage due to improper operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms due to improper application of pesticides.

G. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

H. Invoicing: The Contractor will submit monthly service invoices for the amount set forth under the prices and terms included in this contract. Any services rendered, that are in addition to or beyond the scope of work required by this contract shall be separately billed.

Part 2: Client's Responsibility

A. Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

B. Jobsite Access: The Client shall allow access to all parts of the jobsite where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the

Customer Initials \_\_\_\_\_

case of after-hours emergencies.

C. Payment: For the convenience of the Client only, the monthly charge under this contract may be an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. The Client shall review invoices submitted by the Contractor and payment shall be due within thirty (30) days following the date of the invoice and considered delinquent if not paid by that date. For work outside of the normal monthly contracted work, The Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly. If payment has not been received within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment. Should services be suspended, monthly fees will not be prorated and services will resume once past-due payments are received. Additional clean-up fees may apply.

D. Defects: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

### Part 3: Other Terms

The Client and the Contractor, respectively bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

### Part 4: Renewal and Termination

This contract shall automatically renew for the same term as that set forth in Section A of the General Contract Terms above unless notice is given by Client to Contractor in writing of Client's intent to terminate this contract at least thirty (30) days prior to the termination of the current term. Additionally, this contract may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges agreed to by the Client and performed through the date of termination. Upon expiration of the stated contract period, and notwithstanding the automatic renewal of this contract, Contractor reserves the right to charge current market value for any additional services or product(s) provided following the expiration of the current term of this contract.

### Part 5: Legal

A. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising here under will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

B. Legal Counsel: Each party has had (or has been advised to seek) independent legal counsel of their

Customer Initials \_\_\_\_\_

selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with Pine Lake Services.

C. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

By   
\_\_\_\_\_  
Terry McLane  
Date 5/22/2026  
\_\_\_\_\_  
Pine Lake Services, LLC

By \_\_\_\_\_  
Brian Young  
Date \_\_\_\_\_  
Governmental Management Services

# SECTION ii



## New River CDD - New Common Areas on Avalon Park Blvd 5-26 Revision 1

**Date** 5/21/2026

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

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

Dear New River,

We realize our industry is highly competitive and you have a number of choices when it comes to landscape services. We are very pleased you have chosen Pine Lake Services and given us the opportunity to present you with a copy of our contract agreement for landscape management and services at your property.

We are confident that this agreement contains all the necessary services and conditions to exceed your expectations. Please take some time to review it. If by chance we missed something, please let us know as soon as possible in order to make the appropriate adjustments. If you have any questions or concerns regarding the agreement, please do not hesitate to contact your Business Development Professional or your Account Manager.

Pine Lake Services is aware you have many options when it comes to a landscape service provider which is why we continually strive to improve the look and feel of your property. In addition to the value of services we provide you, we also intend to deliver unsurpassed customer service and communication. We believe this is what sets us apart from our competitors.

We look forward to working with you and are confident that we will successfully exceed your expectations. We appreciate the opportunity to build a long-term relationship and want to assure you we will strive to maintain the trust you have placed in Pine Lake.

Please don't hesitate to call any of us personally if we can assist you in any way.

Respectfully,

Pine Lake Services Management Team  
(813) 948-4736

Areas marked in red are not included in this Proposal.



Customer Initials \_\_\_\_\_

### Fixed Payment Services

Description	Frequency	Cost per Occ.	Annual Cost
<b>Contract Services</b>			
General Maintenance - Summer	30	\$1,052.63	\$31,578.90
General Maintenance - Winter	12	\$877.19	\$10,526.28
Fertilizer and Pest Control	12	\$570.00	\$6,840.00
Irrigation Inspection	12	\$330.00	\$3,960.00
<b>Annual Maintenance Price</b>			<b>\$52,905.18</b>

### Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
_____ Mulch Application	1	\$881.25	\$881.25
_____ Palm Pruning	1	\$0.00	\$0.00
_____ Spring Color	1	\$0.00	\$0.00
_____ Summer Color	1	\$0.00	\$0.00
_____ Fall Color	1	\$0.00	\$0.00
_____ Winter Color	1	\$0.00	\$0.00

### Payment Schedule

Schedule	Price	Sales Tax	Total Price
June	\$4,408.77	\$0.00	\$4,408.77
July	\$4,408.76	\$0.00	\$4,408.76
August	\$4,408.77	\$0.00	\$4,408.77
September	\$4,408.76	\$0.00	\$4,408.76
October	\$4,408.77	\$0.00	\$4,408.77
November	\$4,408.76	\$0.00	\$4,408.76
December	\$4,408.77	\$0.00	\$4,408.77
January	\$4,408.76	\$0.00	\$4,408.76
February	\$4,408.77	\$0.00	\$4,408.77
March	\$4,408.76	\$0.00	\$4,408.76
April	\$4,408.77	\$0.00	\$4,408.77
May	\$4,408.76	\$0.00	\$4,408.76
<b>\$52,905.18</b>		<b>\$0.00</b>	<b>\$52,905.18</b>

Customer Initials \_\_\_\_\_

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## Terms & Conditions

### General Contract Terms

A. The term of this contract:

From start date \_\_\_\_\_ To end date: \_\_\_\_\_

B. Client agrees to pay Contractor the total price of all seasonal services as compensation for the complete performance of the terms and conditions of this contract.

C. Client shall be invoiced on the first (1st) of each month of service and the payment shall be due the last day of that month.

D. Payments made via credit card will include an additional 3% credit card fee.

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Customer Initials \_\_\_\_\_

from 2" to 4".

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- Use of rotary mower with blades sharpened prior to each visit and properly balanced on a monthly basis shall be used on each property.

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- Bed edges will be kept clean and well defined around color beds, shrub beds, open beds, and tree trunks, so as to prevent encroachment from lawn and other adjacent materials.
- Edging of walks and curbs, will be performed every other time the turf is mowed.
- Clip or chemically treat around the bases of walls and fences and around posts, lights, trees, utility installations and valves, as required to keep a neat and clean appearance.

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- Weeding of plant beds will be performed as necessary to control weed population and maintain healthy plants with a neat appearance.
- Ground cover beds infested with weeds will be chemically treated.
- Weed control in plant beds, open beds, ground between plants, joints in walks, decks, curbs, and drives, will be performed using appropriate manual (hand pulling), and/or chemical (herbicide) control methods. When it is necessary and practical to use chemical control, pre- and post- emergent herbicides will be applied with care so as not to injure adjacent desirable plants.

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- Trim all trees per best management practices up to a height of twelve (12') feet and no single branches larger than 2" diameter.
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Customer Initials \_\_\_\_\_

conditioning units, and parking areas will be addressed when necessary.

- All trimmings and clippings will be collected and removed from the property.

Note: The intent is to maintain a consistent lateral line height of the canopy at 10 to 12 feet depending upon the specific requirement of the tree with respect to its location.

Fertilization:

- St. Augustine turf will be fertilized four (4) times per year using a fertilizer formulated to meet specific turf and seasonal requirements, or as needed based upon seasonal conditions.
- All applications will be performed using a complete fertilizer blend.
- Contractor will provide all materials for fertilization.
- All fertilizations will follow the Florida Best Management Practice guidelines.
- Certain municipalities' fertilizer black out ordinances will apply. Adjustments to this program can be made.
- Bahia, Bermuda and Zoysia turf is excluded from this contract but can be priced separately under an additional contract.

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- Turf weed control will require spot treatment in all grasses.
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Disease and Fungal control:

- Any outbreaks of turf disease or fungal activity can be evaluated and proposed on a case by case basis. Treatments can be wide ranging and a proposal can be generated for treatment based on actual site visit at additional cost.

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- There are exclusions with imported pests that do not currently have effective treatment options.
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- Time clocks and valves will be checked for proper operation and or malfunctions. Time clocks

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and various zones will be properly coordinated to provide adequate water to maintain all areas in a thriving condition with each season of the year. The clocks will be timed so that water generates throughout the root zone frequently as necessary to allow an adequate supply of oxygen to the root system to encourage proper growth.

- All irrigation clocks will be set to operate according to local watering restrictions.
- The system will be run monthly to check for coverage and even distribution rates, during non-business hours in an effort to prevent water deposits on vehicles in the parking areas. A written report will be submitted monthly on all findings.

### **Section B: Additional Services**

Work performed under this category, and not included in the contract scope of work, will be performed and charged using a time and material basis. Estimates for proposed work will be discussed with the client for approval before any work will begin.

#### Part 1: Additional Options if selected

##### Annual flower Plants:

- If included in this contract, the replacement of existing annuals shall be done four (4) times per year. Annuals that are included as a part of this contract will be of standard variety; premium annuals are available at an additional charge. Annuals in addition to, or not included in this contract, will be provided upon Client approval.

##### Mulch:

- If included in this contract, all mulched areas shall be replenished once annually. Material consists of cypress, pine bark, recycled, etc. Blowing and clean-up are included.

##### Palm Pruning:

- If included in this contract, palms in excess of twelve (12) feet, on average, will be trimmed once annually to ensure a proper and appealing appearance.

#### Part 2: Additional Services:

Other Available Services: Examples of additional services available but not included are as follows: Preventative fire ant control, turf fungicide applications & various tree injections

- Preventative fire ant control, fungicide applications, or various tree injection treatments.
- Landscape additions and renovations
- Landscape Lighting
- Plant replacement not attributed to Contractor negligence
- Turf/Sod replacement
- Repairs & modifications to irrigation system

Customer Initials \_\_\_\_\_

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## SECTION C: GENERAL TERMS AND CONDITIONS

### Part 1: Contractor's Responsibility

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

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B. Landscape Materials: All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

C. Licenses and Permits: The Contractor will maintain all licenses, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

D. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

E. Insurances: The Contractor agrees to maintain General Liability Insurance Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage to or caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. The Contractor is liable for any damage due to improper operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms due to improper application of pesticides.

G. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

H. Invoicing: The Contractor will submit monthly service invoices for the amount set forth under the prices and terms included in this contract. Any services rendered, that are in addition to or beyond the scope of work required by this contract shall be separately billed.

### Part 2: Client's Responsibility

A. Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

B. Jobsite Access: The Client shall allow access to all parts of the jobsite where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the

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case of after-hours emergencies.

C. Payment: For the convenience of the Client only, the monthly charge under this contract may be an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. The Client shall review invoices submitted by the Contractor and payment shall be due within thirty (30) days following the date of the invoice and considered delinquent if not paid by that date. For work outside of the normal monthly contracted work, The Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly. If payment has not been received within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment. Should services be suspended, monthly fees will not be prorated and services will resume once past-due payments are received. Additional clean-up fees may apply.

D. Defects: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

### Part 3: Other Terms

The Client and the Contractor, respectively bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

### Part 4: Renewal and Termination

This contract shall automatically renew for the same term as that set forth in Section A of the General Contract Terms above unless notice is given by Client to Contractor in writing of Client's intent to terminate this contract at least thirty (30) days prior to the termination of the current term. Additionally, this contract may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges agreed to by the Client and performed through the date of termination. Upon expiration of the stated contract period, and notwithstanding the automatic renewal of this contract, Contractor reserves the right to charge current market value for any additional services or product(s) provided following the expiration of the current term of this contract.

### Part 5: Legal

A. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising here under will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

B. Legal Counsel: Each party has had (or has been advised to seek) independent legal counsel of their

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selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with Pine Lake Services.

C. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

By  \_\_\_\_\_

Terry McLane

Date 5/21/2026 \_\_\_\_\_

Pine Lake Services, LLC

By \_\_\_\_\_

New River CDD

Date \_\_\_\_\_

# SECTION VI

**RESOLUTION 2026-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the New River Community Development District (“**District**”) prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**Proposed Budget**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

- 1. Proposed Budget Approved.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. Setting a Public Hearing.** The public hearing on said Proposed Budget is hereby declared and set for Monday, August 17, 2026, at 5:30pm at New River Amenity Center located at 5227 Autumn Ridge Drive, Wesley Chapel, FL 33545.
- 3. Transmittal of Proposed Budget to Local General Purpose Government.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.
- 4. Posting of Proposed Budget.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.
- 5. Publication of Notice.** Notice of this public hearing shall be published in the manner prescribed by Florida law.
- 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**Passed and Adopted on June 1, 2026.**

Attest:

**New River Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: Proposed Budget for Fiscal Year 2026/2027**