



Rizzetta & Company

New River Community Development District

**Board of Supervisors' Meeting
October 15 2019**

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.994.1001**

www.newrivercdd.com

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Ross Halle	Chairman
	Eric Marks	Vice Chairman
	Erik Domenech	Assistant Secretary
	Stephanie Lerret	Assistant Secretary
	Marybel Defillo	Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Vivek Babbar	Straley & Robin
Interim Engineer	Tonja Stewart	Stantec

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL
33544

October 7, 2019

Board of Supervisors
New River Community
Development District

FINAL AGENDA

Dear Board Members:

The regular meeting of New River Community Development District will be held on **Tuesday, October 15, 2019 at 6:00 p.m., or immediately following the Avalon Park West CDD Meeting**, at the New River Amenity Center, located at 5227 Autumn Ridge Drive, Wesley Chapel, FL 33545. The following is the final agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on August 19, 2019..... Tab 1
 - B. Consideration of Operation and Maintenance for August 2019..... Tab 2
- 4. BUSINESS ITEMS**
 - A. Discussion Regarding Possible Refinancing of Bonds
 1. Preliminary Supplemental Methodology Report
 - B. Consideration of Resolution 2020-01: Delegated Award Resolution for 2019A-1 Bonds..... Tab 3
 - C. Consideration of Resolution 2020-02: Delegated Award Resolution for 2019A-2 Bonds..... Tab 4
 - D. Consideration of Resolution 2020-03: Declaring Preliminary Assessments for Refunding (under separate cover)
 - E. Consideration of Resolution 2020-04: Setting a Public Hearing for Assessments for Refunding (under separate cover)
 - F. Consideration of First Addendum to Professional Amenity Services Contract..... Tab 5
 - G. Consideration of Second Addendum to Professional District Services Contract..... Tab 6
 - H. Discussion Regarding Cost Share Agreement
 - I. Consideration of Proposal for Pot Hole Repair..... Tab 7
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. Interim Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS**

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Matthew Hubert
District Manager

Cc: Vivek Babbar, Straley Robin Verick

Tab 1

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT
August 19, 2019 Minutes of Meeting
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MINUTES OF MEETING

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

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the New River Community Development District was held on **Monday, August, 2019 at 11:06 a.m.** at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, FL 33545.

Present and constituting a quorum:

Ross Halle	Board Supervisor, Chairman
Stephanie Lerret	Board Supervisor, Assistant Secretary
Marybel Defillo	Board Supervisor, Assistant Secretary
Eric Marks	Board Supervisor, Vice Chairman

Also present were:

Matthew Huber	District Manager, Rizzetta & Company, Inc.
Vivek Babbar	District Counsel, Straley, Robin, Vericker

Audience

FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the regular meeting of New River Community Development District to order.

SECOND ORDER OF BUSINESS

Audience Comments

The Board and Staff addressed resident comments regarding adjusting the times of meetings, the possibility of retro fitting the dog park to accommodate small and big dogs, having HOA representation during meetings, the New River map, standing water in front of clubhouse and various homes, tree located in ROW, and the differences between the HOA and CDD

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THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors for June 3, 2019**

Mr. Huber presented the Minutes of the Board of Supervisors for June 3, 2019 to the Board of Supervisors.

On a Motion by Mr. Halle seconded by Ms. Lerret, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors for June 3, 2019, for New River Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of the Operation and
Maintenance Expenditures for May,
June, and July 2019**

Mr. Huber presented the Operation and Maintenance Expenditures for May, June, and July 2019 to the Board of Supervisors.

On a Motion by Ms. Lerret seconded by Ms. Defillo, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for May 2019 in the amount of \$43,817.34, June 2019 in the amount of \$36,457.99, and July 2019 in the amount of \$46,537.22, for New River Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Awarding Contract
for Auditing Services**

Mr. Huber stated that the Audit Committee met just prior to this meeting to review and rank the proposals received for financial auditing services and is recommending that Grau and Associates be awarded the contract for fiscal years 2019, 2020, and 2021.

On a Motion by Ms. Defillo seconded by Mr. Marks, with all in favor, the Board of Supervisors approved the Audit Committee's recommendation and authorized Staff to obtain an engagement letter From Grau & Associates for auditing services for the fiscal years 2018/2019, 2019/2020, and 2020,2021, for New River Community Development District.

SIXTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2019/2020 Budget**

Mr. Huber asked for a motion to open the public hearing.

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On a Motion by Ms. Lerret, seconded by Ms. Defillo, with all in favor, the Board of Supervisors opened the public hearing on the 2019/2020 budget, for New River Community Development District.

Audience members expressed concerns with the cost sharing for the new amenities given the declining population in some of the older areas of the District and whether sports field would be added in the future. It was stated that the cost sharing would be adjusted once the new sections are built out and that there are no plans for sports fields at this time. It was also noted that the new elementary school will only be accessed off of State Road #54.

With no other comments being heard regarding the budget, Mr. Huber asked for a motion to close the public hearing.

On a Motion by Mr. Halle, seconded by Ms. Lerret, with all in favor, the Board of Supervisors closed the public hearing on the 2019/2020 budget, for New River Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2019-05,
Adopting Fiscal Year 2019/2020 Budget**

Mr. Babbar and Mr. Huber reviewed Resolution 2019-05.

On a Motion by Ms. Lerret, seconded by Ms. Defillo, with all in favor, the Board of Supervisors approved Resolution 2019-05, adopting Fiscal Year 2019/2020 Budget, for New River Community Development District.

EIGHTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year Levying
Assessments**

Mr. Huber asked for a motion to open the public hearing.

On a Motion by Ms. Lerret, seconded by Ms. Defillo, with all in favor, the Board of Supervisors opened the public hearing on levying assessments, for New River Community Development District.

With no other comments being heard regarding assessments, Mr. Huber asked for a motion to close the public hearing.

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT
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On a Motion by Mr. Marks, seconded by Ms. Lerret, with all in favor, the Board of Supervisors closed the public hearing on levying assessments, for New River Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2019-06,
Adopting Fiscal Year 2019/2020 Budget**

Mr. Huber reviewed Resolution 2019-06, stating that it levies the assessments to fund the fiscal year 2019/2020 budget and certifies the assessment roll

On a Motion by Ms. Lerret, seconded by Ms. Defillo, with all in favor, the Board of Supervisors approved Resolution 2019-06, levying assessments and certifying the assessment roll, for New River Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2019-07,
Setting Fiscal Year 2019/2020 Meeting
Schedule**

Mr. Huber presented Resolution 2019-07, setting the Fiscal Year 2019/2020 Meeting Schedule specifying the dates and times for each of the upcoming meetings.

On a Motion by Ms. Defillo, seconded by Ms. Lerret, with all in favor, the Board of Supervisors adopted Resolution 2019-07, setting the Fiscal Year 2019/2020 meeting schedule as presented, for New River Community Development District.

FOURTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Defillo the Audit Committee adjourned the meeting at 11:05 a.m. for New River Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

New River Community Development District

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operations and Maintenance Expenditures August 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2019 through August 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$35,441.94**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

New River Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2019 Through August 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Board of County Commissioners	001348	18171496	11-26-20-0070-00P00-0000 Solid Waste Disposal Assessment 2018	\$ 150.21
Candice Louis	001355	080619-Louis	Refund of Rental Deposit 08/19	\$ 100.00
Del-Air HVAC, Inc.	001360	HS-000247960	Commercial Diagnostic 07/19	\$ 99.00
Florida Department of Revenue	001354	61-8016369853-0 07/19	Sales & Use Tax Payable 07/19	\$ 12.43
Frontier Communications	001367	239-000-6162-102210-5 08/19	Fios Internet 08/19	\$ 170.98
Jayman Enterprises, LLC	001347	853	Dog Waste Station Services 07/19	\$ 1,017.50
Jayman Enterprises, LLC	001368	879	Pressure Wash Sidewalks & Pavers - Fountain Park 08/19	\$ 550.00
Jerry Richardson	001372	1262	Monthly Hog Removal Services 08/19	\$ 1,400.00
Lake & Wetland Management	001369	6889	Aquatic Lake Maintenance & Pest Control 08/19	\$ 1,140.00
Landscape Maintenance Professionals, Inc.	001370	144859	Irrigation Inspection Repairs/Parts 07/19	\$ 59.14
Landscape Maintenance Professionals, Inc.	001370	145374	Monthly Landscape Maintenance 08/19	\$ 14,176.08
Landscape Maintenance Professionals, Inc.	001370	145841	Irrigation Inspection Repairs/Parts 08/19	\$ 49.24
Landscape Maintenance Professionals, Inc.	001370	145873	Irrigation Inspection Repairs/Parts 08/19	\$ 300.90
Landscape Maintenance Professionals, Inc.	001370	145877	Irrigation Inspection Repairs/Parts 08/19	\$ 492.19

New River Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2019 Through August 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Lillianie Millan	001366	082119-Millan	Refund of Rental Deposit 08/19	\$ 100.00
Mariela Ramos	001362	081519-Ramos	Refund of Rental Deposit 08/19	\$ 75.00
New River CDD	CD021	CD021	Debit Card Replenishment	\$ 144.19
Outdoor Furniture Connection	001361	812191	Replace Chaise Lounge 08/19	\$ 245.00
Pasco County Utilities	001349	Pasco Summary 06/19	Pasco Water Summary 06/19	\$ 260.43
Pasco County Utilities	001356	Pasco Summary 06/19 #2	Pasco Water Summary 06/19	\$ 1,829.10
Rizzetta & Company, Inc.	001350	INV0000042277	District Management Fees 08/19	\$ 2,900.00
Rizzetta & Company, Inc.	001357	INV0000042472	Mass Mail 07/19	\$ 428.78
Rizzetta Amenity Services, Inc.	001351	INV00000000006519	Amenity Management Services 07/19	\$ 941.91
Rizzetta Amenity Services, Inc.	001358	INV00000000006550	Out of Pocket Expenses 07/19	\$ 86.72
Rizzetta Amenity Services, Inc.	001358	INV00000000006579	Amenity Management Services 08/19	\$ 1,691.91
Rizzetta Amenity Services, Inc.	001371	INV00000000006610	Amenity Management Services 08/19	\$ 1,030.50
Rizzetta Technology Services	001352	INV0000004596	Website Hosting Services 08/19	\$ 100.00
Straley Robin Vericker	001359	17345	General Legal Services 06/19	\$ 400.45

New River Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2019 Through August 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Suncoast Pool Service	001373	5502	Pool Maintenance 08/19	\$ 850.00
Times Publishing Company	001364	0000001143 08/09/19	Legal Advertising Account #183376 08/19	\$ 114.40
Times Publishing Company	001364	0000001312 08/02/19	Legal Advertising Account #183376 08/19	\$ 121.60
Times Publishing Company	001353	797340 07/26/19	Legal Advertising Account #183376 07/19	\$ 612.00
Ursula Rudolph	001363	081519-Rudolph	Refund of Rental Deposit 08/19	\$ 75.00
Withlacoochee River Electric Company	001365	Summary Electric 07/19	Summary Electric 07/19	<u>\$ 3,717.28</u>
Report Total				<u>\$ 35,441.94</u>

Tab 3

RESOLUTION 2020-01

A RESOLUTION OF NEW RIVER COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS NEW RIVER COMMUNITY DEVELOPMENT DISTRICT SENIOR CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2019A-1 and SUBORDINATED CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2019A-1 IN A PRINCIPAL AMOUNT NOT EXCEEDING THE PRINCIPAL AMOUNT OF THE REFUNDED BONDS AS DEFINED BELOW FOR THE PRINCIPAL PURPOSE OF REFUNDING AND DEFEASING ALL OF THE DISTRICT'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE REFUNDING BOND, SERIES 2010A-1 (THE "REFUNDED BONDS"); DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH 2019 BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE SUPPLEMENTAL TRUST INDENTURE; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH 2019 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID 2019 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORMS OF THE CONTINUING DISCLOSURE AGREEMENT AND [ESCROW DEPOSIT AGREEMENT] AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF NEW RIVER COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID 2019 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID 2019 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, New River Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the District pursuant to said authorization issued its Capital Improvement Revenue Bonds, Series 2006 to construct public infrastructure and other public improvements in accordance with the provisions of the Act; and

WHEREAS, the District for the purpose of restructuring a portion of said 2006 Bonds issued its Revenue Refunding Bond, Series 2010A-1, (the "2010-A1 Bonds", the outstanding 2010A-1 Bonds, are herein referred to as the "Refunded Bonds") pursuant to the Master Trust Indenture dated as of November 1, 2006 (the "Master Indenture") between the District and U.S. Bank National Association as successor trustee (the "Trustee") and a Second Supplemental Trust Indenture dated as of November 1, 2010 between the District and the Trustee; and

WHEREAS, the District is authorized by the Master Indenture and Act, particularly Section 190.016(7) the Act to issue bonds of the District to provide for the refunding of obligations of the District like the Refunded Bonds; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be refinanced with certain proceeds of the 2019 Bonds (as defined below); and

WHEREAS, the District now desires to authorize the issuance of and award the sale of its Senior Capital Improvement Revenue Refunding Bonds, Series 2019A-1 and it's Subordinate Capital Improvement Revenue Refunding Bonds Series 2019A-1 (the "2019 Bonds") in a principal amount not exceeding the principal amount of the Refunded Bonds on the date of delivery of the 2019 Bonds to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2019 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from FMSbonds, Inc. (the "Underwriter") a proposal in the form of a Bond Purchase Agreement (the "Contract") for the purchase of the 2019 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2019 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

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

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the 2019 Bonds in a principal amount not exceeding the principal amount of the Refunded Bonds on the date of delivery of the 2019 Bonds. The 2019 Bonds shall be issued under and secured by the Master Indenture as supplemented by that _____ Supplemental Trust Indenture (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture are referred to collectively as the "Indenture"). The proceeds of the 2019 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Supplemental Indenture. The Supplemental Indenture is hereby approved in substantially the form set forth as part of **Exhibit A** hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver

such Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby appointed to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the 2019 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2019 Bonds at presently favorable interest rates, and because the nature of the security for the 2019 Bonds and the sources of payment of debt service on the 2019 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the principal amount of the 2019 Bonds shall not exceed the principal amount of the Refunded Bonds on the date of issuance of the 2019 Bonds; (ii) the arbitrage yield on the 2019 Bonds will not exceed the four and one-quarter percent (4.25%) per annum; (iii) the Underwriter's discount shall not exceed two percent (2.0%) of the principal amount of the 2019 Bonds; (iv) the final maturity date of the 2019 Bonds shall be no later than May 1, 2038; and (v) the debt service on the 2019 Bonds shall in each year ending November 1 be at least twelve (12.0%) less than such debt service on the Refunded Bonds.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the 2019 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the 2019 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2019 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2019 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited

Offering Memorandum by the Chairman or Vice Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2019 Bonds.

SECTION 7. Form of 2019 Bonds. The 2019 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the 2019 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2019 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2019 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of Continuing Disclosure Agreement (the "Disclosure Document") relating to the 2019 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. [Escrow Deposit Agreement. The form and content of the Escrow Deposit Agreement (the "Escrow Agreement") pursuant to which certain proceeds of the 2019 Bonds and other legally available moneys will be deposited to provide for the defeasance of the Refunded Bonds attached hereto as **Exhibit E** is hereby approved. The Trustee is hereby appointed to serve as Escrow Agent pursuant to the Escrow Agreement. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Escrow Agreement in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Escrow Agreement).]

SECTION 10. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2019 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Straley Robin Vericker P.A. the District's General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2019 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the

undertaking and fulfillment of all transactions referred to in or contemplated by the Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

SECTION 12. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the 2019 Bonds are hereby approved, confirmed and ratified.

SECTION 13. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 15. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 15th day of October, 2019.

**NEW RIVER COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman

[SEAL]
Attest:

By: _____
Secretary

Tab 4

RESOLUTION 2020-02

A RESOLUTION OF NEW RIVER COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS NEW RIVER COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2019A-2 IN A PRINCIPAL AMOUNT NOT EXCEEDING \$8,600,000 FOR THE PRINCIPAL PURPOSE OF REFUNDING AND DEFEASING ALL OF THE DISTRICT'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE REFUNDING BOND, SERIES 2010A-2 DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH 2019 BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE _____ SUPPLEMENTAL TRUST INDENTURE; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH 2019 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID 2019 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORMS OF THE CONTINUING DISCLOSURE AGREEMENT AND [ESCROW DEPOSIT AGREEMENT] AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF NEW RIVER COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID 2019 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID 2019 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, New River Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the District pursuant to said authorization issued its Capital Improvement Revenue Bonds, Series 2006A and Series 2006B (collectively, the "2006 Bonds") to construct public infrastructure and other public improvements in accordance with the provisions of the Act; and

WHEREAS, the District for the purpose of restructuring a portion of said 2006 Bonds issued its Capital Improvement Revenue Refunding Bond, Series 2010A-2, (the "2010-A2

Bonds”, the outstanding 2010A-2 Bonds, are herein referred to as the "Refunded Bonds") pursuant to the Master Trust Indenture dated as of November 1, 2006 (the “Master Indenture”) between the District and U.S. Bank National Association as successor trustee (the “Trustee”) and a Third Supplemental Trust Indenture dated as of November 1, 2010 between the District and the Trustee; and

WHEREAS, the District is authorized by the Master Indenture and Act, particularly Section 190.016(7) the Act to issue bonds of the District to provide for the refunding of obligations of the District like the Refunded Bonds; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be refinanced with certain proceeds of the 2019 Bonds (as defined below); and

WHEREAS, the District now desires to authorize the issuance of and award the sale of its Capital Improvement Revenue Refunding Bonds, Series 2019A-2 (the "2019 Bonds") in a principal amount not exceeding \$8,600,000 to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2019 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from FMSbonds, Inc. (the "Underwriter") a proposal in the form of a Bond Purchase Agreement (the "Contract") for the purchase of the 2019 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2019 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

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

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the 2019 Bonds in a principal amount not exceeding \$8,600,000. The 2019 Bonds shall be issued under and secured by the Master Indenture as supplemented by that _____ Supplemental Trust Indenture (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture are referred to collectively as the "Indenture"). The proceeds of the 2019 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Supplemental Indenture. The Supplemental Indenture is hereby approved in substantially the form set forth as part of **Exhibit A** hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice

Chairman executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby appointed to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the 2019 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2019 Bonds at presently favorable interest rates, and because the nature of the security for the 2019 Bonds and the sources of payment of debt service on the 2019 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the principal amount of the 2019 Bonds shall not exceed \$8,600,000; (ii) the arbitrage yield on the 2019 Bonds will not exceed the four and thirty-five hundredths percent (4.35%) per annum; (iii) the Underwriter's discount shall not exceed two percent (2.0%) of the principal amount of the 2019 Bonds; (iv) the final maturity date of the 2019 Bonds shall be no later than May 1, 2038; and (v) the debt service on the 2019 Bonds shall in each year ending November 1 be at least three (3.0%) less than such debt service on the Refunded Bonds.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the 2019 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the 2019 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2019 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2019 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman or Vice Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2019 Bonds.

SECTION 7. Form of 2019 Bonds. The 2019 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the 2019 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2019 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2019 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of Continuing Disclosure Agreement (the "Disclosure Document") relating to the 2019 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. [Escrow Deposit Agreement. The form and content of the Escrow Deposit Agreement (the "Escrow Agreement") pursuant to which certain proceeds of the 2019 Bonds and other legally available moneys will be deposited to provide for the defeasance of the Refunded Bonds attached hereto as **Exhibit E** is hereby approved. The Trustee is hereby appointed to serve as Escrow Agent pursuant to the Escrow Agreement. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Escrow Agreement in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Escrow Agreement).]

SECTION 10. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2019 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Straley Robin Vericker P.A. the District's General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2019 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

SECTION 12. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the 2019 Bonds are hereby approved, confirmed and ratified.

SECTION 13. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 15. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 15th day of October, 2019.

**NEW RIVER COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman

[SEAL]
Attest:

By: _____
Secretary

Tab 5

**FIRST ADDENDUM TO THE CONTRACT FOR
PROFESSIONAL AMENITY SERVICES**

This First Addendum to the Contract for Professional Amenity Services (this "**First Addendum**"), is made and entered into as of the first day of October, 2019 (the "**Effective Date**"), by and between New River Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida (the "**District**"), and Rizzetta Amenity Services, Inc., a Florida corporation (the "**Consultant**").

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional Amenity Services dated October 1, 2018 (the "**Contract**"), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** of the Fees and Expenses section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to **Exhibit B** attached.

The amended Exhibit B is hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this First Addendum as of the Effective Date.

Rizzetta & Company, Inc.

By: _____
William J. Rizzetta, President

**New River Community Development
District**

By: _____
Chairman of the Board of Supervisors

Exhibit B: Schedule of Fees

**EXHIBIT B
SCHEDULE OF FEES**

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable pursuant to the following schedule for the period of **October 1, 2019 to September 30, 2020**

SERVICES (October 1, 2019 to September 30, 2020)

Full Time Personnel (40 hours per week)
-Clubhouse Manager

	ANNUALLY
Budgeted Personnel Total (1)	\$59,100.56
General Management and Oversight (2)	\$10,800.00
Total Services Costs:	\$69,900.56

Pre-Opening Services (One-time fee)	\$ 2,000.00
Operating Deposit (One-time fee) (3)	\$ 2,481.43
(Revised operating deposit \$5,496.43 minus \$3,015.00 current deposit)	
Total Services Costs:	\$74,381.99

(1). These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

(2). General Management and Oversight: The costs associated with Rizzetta Amenity Services, Inc.'s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Operating Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.

Tab 6

SECOND ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Second Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2019 (the “**Effective Date**”), by and between **New River Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the Pasco County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated March 26, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Signature

Print Name

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST: _____
Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	ANNUALLY
Management:	\$15,590.00
Administrative:	\$ 3,600.00
Accounting:	\$14,000.00
Financial & Revenue Collections:	\$ 3,600.00
Assessment Roll (1):	\$ 5,000.00
Total Standard On-Going Services:	\$41,790.00

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 175
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:	Hourly	Upon Request
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ADDITIONAL THIRD-PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:		
Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request

Tab 7



Beyond Paving
BEYOND EXPECTATIONS.™

August 26, 2019

PROPOSAL

Customer Information

Rizzetta & Company, Inc.
5844 Old Pasco Road
Suite 100
Wesley Chapel, FL 33544

Job Site Information

New River
Sun Catcher Drive
Wesley Chapel, FL 33545
Contact: Matt Huber
Phone: 860-377-6122

Rose Paving Information

Quote #: 19-011416
Contact: Chamma Skipper
Cell: 813-895-6907
Email: chamma.skipper@rosepaving.com

Thank you for giving Rose Paving LLC the opportunity to provide you with the following proposal for Avalon Park West New River.

All pricing includes dedicated project management, traffic control and exceptional communication to ensure an overall great experience for the owners, tenants and customers. Please note that permits and fees, if required, are not included with this price, however, we will complete all paperwork as deemed necessary and once approved and project is executed, we will add the total fees to the final invoiced price.

Thank you and please do not hesitate to contact me with any questions at 813-895-6907.

Chamma Skipper, Account Executive
Rose Paving LLC,

Base Bid

Asphalt Pot Hole Repair

Quantity: 18 SF

Process: Saw Cut and Remove:

Repair pothole in street totaling 4 S.F. Check and compact existing base materials. Clean and apply tack coat to saw cut areas for proper bonding. Furnish and install up to 2 inches of TYPE S-3 asphalt to areas totaling approximately 4 S.F. Compact with vibratory roller.

Proposal includes an immediate temporary patch to be install until the permanent repair and be made a few weeks from now.

Note: Rose Paving cannot guarantee drainage or waterflow due to existing elevations

Initial for Approval: X



Beyond Paving
BEYOND EXPECTATIONS.™

August 26, 2019

PROPOSAL

Base Bid Total = \$ 1,610.94

Approval Selection:

Total Dollars Approved: _____

Date Approved: _____

Name: _____

Authorized Signature: **X** _____

Rose Paving Contract Terms & Conditions

1. **ESCALATION:** This proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases the responsible party agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
2. **TIMING:** Due to fluctuation in the cost of raw materials, including but not limited to liquid asphalt, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid.
3. **CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
4. **PAYMENT TERMS:** NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Rose Paving LLC. all sums earned to date. Price reflects a 4% (four percent) discount for payments by cash or check.
5. **DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
6. **PERMITS AND FEES:** Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.
7. **UNMARKED / UNDOCUMENTED UTILITIES:** The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were unmarked, undocumented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.
8. **WORK ACCESSIBILITY:** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. Rose Paving, reserves the right to adjust the agreed upon project price if the job conditions prevent Rose Paving work crews from starting on time and proceeding without interruption.
9. **SOIL CONDITIONS:** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Rose Paving will notify agent or owner for inspection.
10. **WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.

11. **CLEANING EXPENSES:** The owner understands that the work called for in this agreement is a messy process. The parties agree that Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees.
12. **INDEMNITY:** Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that Rose Paving cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means, or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.
13. **CHOICE OF LAW & VENUE:** To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under Florida law without regard to its conflict of laws principles. To the fullest extent permitted by law, venue and jurisdiction for any dispute under this agreement shall rest solely in Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida.
14. **ATTORNEY FEES & COSTS:** In the event Rose Paving places any amounts owed under this proposal for collection with either a collection firm or attorney, Rose Paving shall be entitled to reasonable collection fees, attorneys fees and costs.
15. **TAXES:** All taxes are included in proposal price unless otherwise specified.
16. **MATERIAL & WORKMANSHIP:** All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, Rose Paving warrants workmanship and materials for a period of 1 year from the date of completion. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured.
17. **CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS:** Customer consents to Rose Paving using images and videos of jobsite as a described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have right to use the name, logos, trademarks, trade names, service marks or other marks of customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.
18. **NON-DISCLOSURE:** Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

19. **ALTERATIONS TO THIS PROPOSAL:** Alterations or notations on or to this Proposal will not be valid unless accepted in writing by an authorized representative of Rose Paving.
20. **SEVERABILITY OF TERMS:** Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force.

Billing Address Verification:

Attention:

Address: 5844 Old Pasco Road
Suite 100

Special Instructions: _____

*As a duly authorized representative of Avalon Park West
New River, I agree to these Terms & Conditions.*

X

Initialed

X
