



Rizzetta & Company

New River Community Development District

Board of Supervisors' Meeting December 7, 2020

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

www.newrivercdd.com

NEW RIVER CDD COMMUNITY DEVELOPMENT DISTRICT

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

| | | |
|-----------------------------|--------------------|--------------------------|
| Board of Supervisors | Ross Halle | Chairman |
| | Marybel Defillo | Vice Chairman |
| | Stephanie Lerret | Assistant Secretary |
| | Erik Domenech | Assistant Secretary |
| | Marielle Fernandez | Assistant Secretary |
| District Manager | Jennifer Goldyn | Rizzetta & Company, Inc. |
| District Counsel | Vivek Babbar | Straley Robin & Vericker |
| District Engineer | Tonja Stewart | Stantec Consulting |

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

December 2, 2020

**Board of Supervisors
New River
Community Development District**

REVISED FINAL AGENDA

Dear Board Members,

The New River Community Development District continued meeting of the Board of Supervisors will be held on **Monday, December 7, 2020 at 10:30 a.m.** at the Avalon Park West Amenity Center, located at 5060 River Glen Blvd. Wesley Chapel, FL 33545. The following is the final agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS**
- 3. BUSINESS ADMINISTRATION**
- 4. BUSINESS ITEMS**
 - A. Discussion regarding Board Vacancy for Seat 2 and Seat 4
 1. Consideration of Resumes of interested residents..... Tab 1
 - B. Consideration of Contract for Professional District Services Tab 2
 - C. Discussion regarding landscape Parcel E1 proposal ... Tab 3
 - D. Consideration of Amenity Services Tab 4
 - E. Consideration of Resolution 2021-01, Amending the General Fund Budget for FY 19-20 Tab 5
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District 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 contact us at (813) 533-2950.

Sincerely,
Jennifer Goldyn
Jennifer Goldyn
District Manager

Tab 1

Jeff Smith

✉ 5652 Fisher Glen Loop Wesley Chapel, FL 33545 ☎ 813 394-4296
📧 e-mail: topspraydr@gmail.com

Philosophy

To lead by example, train and coach people to maximize their potential.

OBJECTIVE

A position utilizing my experience and skills:

- Process Analysis and collision center analytics
- SOP development and implementation
- Sales Process training and coaching
- Building Vendor relationships
- Team Selling deployment
- Sales and profit growth
- Negotiation skills
- Interaction on Boards and Project Teams

CORE COMPETENCIES

| | | |
|---------------------------------|-----------------|---------------------|
| Business and Financial Analysis | Contracts | Customer Service |
| Leadership | Marketing | Mentoring |
| Problem-Solving | Time Management | Presentation Skills |
| | Training | |

Achievements

- Developed and Implemented Sales Process training for my district (Also implemented outside my district)
- Developed and Implemented Process Analysis training (shop analytics and production) (Also implemented outside my district)
- Implemented Sales Teams covering my entire district
- Top tier of my peer group for new account development and customer retention
- Last several years exceeded Sales and OI objectives
- 1996, 97, 98 AKZO NOBEL Regional Top Gun winner
- 1998 AKZO NOBEL North American Top Gun winner
- 1996 AKZO NOBEL Account Representative of the year

EXPERIENCE

Strategic Account Manager, Albert Kemperle

Southeast US March 2019 to Current

- Responsible for developing and guiding the implementation of account specific business plans and achieving market share growth, account profitability, and serving as the primary contact for Strategic Accounts.
- Compiling and reviewing KPI data with action plans for improvement with strategic accounts.
- Implementing process improvements in strategic accounts
- Developing new business and growing the existing customer base.

EXPERIENCE

Process and Training Director, Ferman Automotive Group

June 2018 to March 2019

- Responsible for Process Improvement and Training for all Collision Center functions
- Implementation of SOP's
- Lead Continuous Improvement projects
- Coaching management staff

EXPERIENCE

Regional Strategic Accounts Manager, FinishMaster

Southeast US July 2016 to March 2018

- Responsible for developing and guiding the implementation of the MSO/National account specific business plans and achieving market share growth, account profitability, and serving as the primary contact for the Southeast.
- Developing new business and growing the existing customer base.

Sales Manager, FinishMaster, West Central Florida 2006 to July 2016.

- Successfully manage the activities of Account Managers, BDM's and Tech Reps.
- Manage four locations in the district.
- Maintain and develop multiple vendor relationships.
- Consistently exceeded Sales and Operating Income objectives.
- P & L management
- Responsible for delivering budgeted sales volume and profitability for my district.
- Successfully implemented Sales Process, Process Analysis and Sales Teams.
- Interview, hire, train and appraise employees including rewarding and discipline. Address employee issues and resolve problems.
- Successfully support customers through profit reviews, mutual business plans, marketing implementation, education and service.
- Negotiations with new and existing customers to secure long term agreements.
- Training and Development for two regions, (additional duties).

EXPERIENCE

Hillsborough County Supervisor, TPOST CDD, Chairman of the Board

November 2006 to November 2018

- Protect and maintain the assets of the Community Development District

EXPERIENCE

Account Representative/Technical Consultant, AKZO NOBEL, Including California Color Source. Northern California 1995-2004 – West Central Florida 2005.

Account Manager

- Business development for new customers.
- Customer support for existing customers using a variety of value adds.
- Build customer relationships.

Technical Consultant

- Provide technical support for new and existing customers.
- Develop and implement technical training at our training facility.
- Schedule and market training classes.
- Maintain training facility.
- Implement CE training for insurance agents with top customers.

COMPUTER SKILLS

Proficient in: Microsoft Office Excel, Power Point, Word and Outlook

COMMUNITY SERVICE

Richmond Place HOA Board 2005-2007

Richmond Place ARC Committee 2005

TRAINING

AMA: Leadership Training AKZO NOBEL: Presentation Skills, Professional Selling Skills, Advanced Selling Skills, Account Development Strategies, Stress Management, Front Line Service, Financial Ratios, Technical Training and CE Training.

Other: I-CAR Instructor 1999-2001, Contra Costa College Teaching Credential



Brian J. Polito, CPA
Superintendent of Schools

Bea Habursky
Assistant Superintendent

Board of School Directors

John C. Harkins

President

Tyler Titus

Vice President

Gwendolyn Cooley

Darlene Feeney

Angela McNair

Sumner Nichols

Lori A. Pickens

Rosemary C. Sheridan

Thomas A. Spagel

Angela G. Jones
Secretary

December 10, 2019

To Whom It May Concern:

It is with great pleasure that I write this letter of support for Kim Patrick. Over the past several years, I have had the pleasure to work alongside Kim in the Human Resources Department of Erie's Public Schools.

Kim's professional responsibilities required her to constantly interact with teachers, administrators and hundreds of other staff members. Primarily dealing with human resource related questions is not an easy task, but Kim's friendly demeanor always put our employees at ease. Even with the most difficult cases, Kim would go above and beyond to help staff members resolve their issues.

Professionally speaking, Kim's work ethic was exemplary. Her task orientated nature ensured that all necessary paperwork was completed in a timely and efficient manner. I came to rely on Kim a great deal over the past few years.

Without hesitation, I strongly recommend Kim Patrick to work with your organization. Her contributions will only enhance your current programming.

If you have any additional questions, please do not hesitate to contact me directly.

Thank you for your time,

Teresa Szumigala
Director of Human Resources
(tszumigala@eriesd.org)

Erie's Public Schools
148 West 21st Street
Erie, PA 16502-2834
P: 814.874.6000
F: 814.874.6049
www.eriesd.org

An Equal Opportunity Employer



KP

**KIMBERLY ANN PATRICK
5415 LITTLE STREAM LANE
WESLEY CHAPEL, FLORIDA 33545
(814) 823-4691
KIMPATRICK1962@GMAIL.COM**

EXPERIENCE

**SECRETARY TO THE DIRECTOR OF HUMAN RESOURCES • ERIE'S PUBLIC
SCHOOLS, ERIE, PENNSYLVANIA, 16502
JUNE 2003 - AUGUST 2019**

As a confidential secretary I orientated and processed all new hired employees for the school district along with checking their state approved certifications and clearances. I worked closely with various departments within the District and enrolled individuals in the benefit program.

I created spreadsheets for the Director along with providing confidential information in a timely manner. I am experienced in but not limited to: SunGard System, Family Medical Leave, Workers Compensation, Microsoft Word, Excel, Power Point and other programs.

I bring enthusiasm and commitment to the tasks on hand as a team player.

**LAKEVIEW LAUNDROMAT, ERIE, PENNSYLVANIA, 16506
SEPTEMBER 2006 - 2019**

Business Owner established and build a full -service laundromat. A business dedicated to customer service. Cleanliness, staff training, and positive customer relationships were our goals.

**VILLA MEDICAL SUPPLY, ERIE, PENNSYLVANIA, 16509
SEPTEMBER 1994-MAY 2003**

Customer service representative for Jobst and Juzo compression therapy. Accounts receivable/payable and purchasing assistant. I worked with various hospitals to provide and fit patients with compression therapy.

**HILLS DEPARTMENT STORE – ASSISTANT STORE MANAGER
AUGUST 1983 - MAY 1994**

Assistant store manager in Greensburg, Pennsylvania, State College, Pennsylvania. Hired, trained and over-seen production and sales for this retail store.

Responsible for making sales quota and keeping losses to a minimum through loss prevention training. Managed and participated in seasonal merchandising using planograms. Worked with vendors and sales reps to order new merchandise. Attended numerous workshops to enrich my education on sales and production in a retail setting.

My family relocated to Erie, Pennsylvania.

EDUCATION

QUALIFIED FITTER FOR JOBST-CUSTOM SUPPORTS

CERTIFICATE FOR QUALIFIED FITTER FOR JUZO COMPRESSION STOCKINGS AND PANTY HOSE FOR VENOUS DISORDERS OF THE LEGS OF VARIOUS ORIGINS.

HIGH SCHOOL GRADUATE 1980 HEMPFIELD AREA HIGH SCHOOL

REFERENCES

MRS. TERESA SZUMIGALA – DIRECTOR OF HUMAN RESOURCES
(814) 874-6082, tszumigala@eriesd.org

MRS. SUSAN ZIMMERMAN- PAYROLL MANAGER
(814) 874-6143, szimmerman@eriesd.org

MRS. DIANA MARINELLI (814) 873-0040

MRS. DEBBIE STRIKE (814) 449-5616

Ryan Thomas

813 679 7204
Tampa, FL, 33545

MrThomas5286@gmail.com

Summary

Default Operations AVP with extensive experience driving performance, improving quality, and ensuring compliance to all Federal, State, and Internal regulations. Proven Leader with consistent results and exceeding expectations for both Default and Customer Service for Fortune 100 Company. In addition, Business Analyst experience managing Operational Risk through adherence to Business Risk Control Model methodology.

Professional Experience

01/2017 - Present JP Morgan Chase Tampa, FL

- **05/2019 – Present Operations AVP - Merchant Services**
 - Successfully lead and developed 15+ ECC Specialist through effective communication, performance management, development plans and reward/recognition practices.
 - Utilizes MIS Reporting, Witness Calls, Live Monitor to ensure execution of all policies and procedures.
 - Effectively created Career pathing program for all specialist.
 - Successfully lead Employee Satisfaction Committee in 2019
 - Monitor/Lead hiring process for all Specialists/Job Coaches
 - Assist Collections Leadership with Resume/Interview Skill building.
 - Lead Year Up Internship for Chase Phase 1 and Phase 2
 - Creation and Implementation of Executive Case Summary report for ECC

- **01/2017 – 04/2019 Default AVP - Redemptions**
 - Successfully lead and developed Auto Redemption Specialist through effective communication, performance management, development plans and reward/recognition practices.
 - Utilizes MIS Reporting, Witness Calls, Live Monitor to ensure execution of all policies and procedures.
 - Effectively rolled out new training process for 30+ incoming new hires
 - Lead and successfully rolled out quarterly Town Hall meeting for department.
 - Successful role out of New Centralized Extension Process.
 - Attend all Senior Leadership meetings in lieu of Department Lead
 - Successfully lead/navigate the Extension roll out for Govt Shutdown handling.
 - Monitor/Lead hiring process for all TLs/JC/Specialist for RED Division.
 - Assist Collections Leadership with Resume/Interview Skill building.

09/2009 – 12/2016 HSBC Bank, Brandon, FL

- ***Default AVP / Business Analyst January 12' - Present***
 - Successfully lead and developed Mortgage Specialist and Customer Care teams through effective communication, performance management, development plans and reward/recognition practices.
 - Utilizes MIS Reporting, Witness Calls, Live Monitor to ensure execution of all policies and procedures.
 - Certified to recommend and/or approve decisions related to the hiring, development, promotion, correction action plans and termination of employment.
 - Rated Category 1 out of 5 for yearly rank: 2013, 2014, 2015, 2016
 - Top Ranked Inbound Collections Care Team from August 2015 - October 2015
 - Implemented Daily ranking production system for department to coach teams effectively.
 - Several successful OIC positions throughout 2013 – 2016 in which Unit Managers were coached/developed and held accountable for weekly improvement.
 - Effective Increase of Junior Achievement Profits from 82K in 13' to 191k in 16'
 - Recruitment increases for Junior Achievement from 201 in 13' to 368 in 16'
- ***Business Analyst***
 - All Star Award Recipient January 2015
 - Apply compliance; maintain HSBC internal control standards, including the timely implementation of internal and external audit points together with any issues raised by external regulators; adhere strictly to compliance and operational risk controls in accordance with HSBC and regulatory standards, policies and practices; report issues and operational loss events. Abide by human resources and other HSBC policies in support of our ethical and respectful work environment.
 - Works with members of Technology Services on a variety of issues and projects as mutually needed. Submits data marts to Technology Services for implementation into data warehouse.
 - Works with SVP and Director to maintain monthly Performance/Risk and Control Summaries to be reviewed and presented on a weekly basis to ensure success of CML Portfolio.
 - Owner/Creator of the Front Line Complaints Analysis Review which reduced customer complaints and avoided possible sanctions for the business.
 - Owner/Creator of the Weekly/Monthly/Annual Operational Review Tracker which reduced HSBC Business risk.
- ***Skills Quality Training Team March 11' – December 11'***
 - Accountable for ensuring completion of training and certification for courses required by regulatory agencies, Federal, State and local laws and as required by HSBC.
 - Responsible for documenting and reporting coaching sessions and/or related activities.
 - Facilitate call and account review meetings with leadership team and SQT within own site and across sites to promote calibration on processes, procedures and overall call handling.
 - Assist with training on collection-related processes and/or orientation of new hires to department processes, workflows and policies as assigned.
- ***Default Representative September 09' – February 11''***
 - Outbound dialing for Imminent Default loans, Foreclosure, Proactive, Modification application and Modification trial

Sept 06'– Sept 09' Capital One Auto Finance, Brandon, FL

- ***Outbound Collections Specialty Group 90+***
- ***Outbound Collections***

Education

*Field of Study: Education/Business Management
Hillsborough Community College Tampa, FL*

Affiliations:

Junior Achievement of Tampa Bay

Jon Epps 813.382.6487

Carla Prescott 813.244.8806

Tab 2

CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: December 1st 2020

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**
5844 Old Pasco Road
Suite 100
Tampa, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

A. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant.



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- III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.
- IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. **TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.
- VI. **FEES AND EXPENSES; PAYMENT TERMS.**
- A. **FEES AND EXPENSES.**
- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
 - ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in



Contract terms.

- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.



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VIII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

IX. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

X. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, and to the extent consistent with Chapter 190.006, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

XI. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant electronically at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.



XII. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- D.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- F.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. DISTRICT INDEMNIFICATION.** To the extent the Consultant or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the Consultant from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the Consultant. The District's obligation to defend, indemnify, and hold harmless the Consultant as set forth herein shall not exceed the monetary limits of any endorsement listing the Consultant as an additional insured party pursuant to Section XIV of this Agreement. If there is no such endorsement, the District's defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary



limitations of liability set forth in Section 768.28, *Florida Statutes*. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

- B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.



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does not transfer the records to the Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVII. NOTICES.** All notices, requests, consents and other communications under this Contract ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

| | |
|------------------------------|---|
| If to the District: | New River Community Development District 5844 Old Pasco Road Suite 100 Wesley Chapel, FL 33544 |
| With a copy to: | Straley Robin Vericker 1510 West Cleveland Street Tampa, FL 33606 Attn: District Counsel |
| If to the Consultant: | Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614 |
| With a copy to: | Rizzetta & Company, Inc. 5844 Old Pasco Road Suite 100 Wesley Chapel, FL 33544 Attn: District Manager |

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt.



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Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVIII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety



appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

XXIV. ARM'S LENGTH TRANSACTION. This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

XXV. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

(Remainder of this page is left blank intentionally)



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Therefore, the Consultant and the District each intend to enter this Contract, 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 A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy



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EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



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15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.
- I. Conduct on-site visit to CDD grounds to evaluate and inspect the condition of the property and infrastructure on a frequency commensurate with the frequency of the Board Meetings specified in the Scope of Services paragraph: I.A. Standard On Going Services i. Management.
- J. Meet with CDD vendors and on-site staff as needed to assess their performance against contracts.



ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

- A. Financial Statements
 - 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
 - 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
 - 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
 - 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
 - 5. Manage banking relations with the District's Depository and Trustee.
 - 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
 - 7. Account for assets constructed by or donated to the District for maintenance.



8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration



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1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.



FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;



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- a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
- b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;



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LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

| | MONTHLY | ANNUAL |
|--|-----------------|-----------------|
| Management: | \$ 1,200 | \$14,400 |
| Administrative: | \$ 300 | \$ 3,600 |
| Accounting: | \$ 1,000 | \$12,000 |
| Financial & Revenue Collections: | \$ 300 | \$ 3,600 |
| Assessment Roll (1): | | \$ 5,000 |
| Total Standard On-Going Services: | \$ 2,800 | \$38,600 |

(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 |



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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

ADDITIONAL THIRD PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Home owner

Per Occurrence

Upon Request

Bulk Parcel(s)

Per Occurrence

Upon Request



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EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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EXHIBIT D
Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the



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Agreement.

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



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Exhibit E



PUBLIC ENTITY
ADDITIONAL INSURED – DISTRICT MANAGEMENT COMPANY

NAMED INSURED: New River Community Development District
POLICY NO: 100120727

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the AUTOMOBILE LIABILITY COVERAGE FORM (FIA 500) and the GENERAL LIABILITY COVERAGE FORM (FIA 300).

ALL TERMS, LIMITATIONS, EXCLUSIONS AND OTHER CONDITIONS CONTAINED IN SAID COVERAGE FORM(S) REMAIN APPLICABLE TO THIS ENDORSEMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

ADDITIONAL INSURED – MANAGEMENT COMPANY APPOINTED BY DISTRICT

SECTION II- WHO IS AN INSURED/SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to include any company, corporation or other organization, including any employee(s) or agent(s) thereof (hereinafter called Additional Insured), which the insured duly appoints or authorizes, through official action of its governing board, to serve in the capacity as manager or administrator of the insureds operations or facilities, but only with respect to liability arising, solely and exclusively, out of the performance of those duties which have been authorized by the insured and solely involve the performance of Your Work.

The coverage afforded to the additional insured does not apply to:

- A. Bodily Injury or Property Damage occurring after the insured ceases to be authorized to serve in the capacity as manager or administrator of the insured's operations or facilities;
- B. Bodily Injury or Property Damage arising solely out of any negligence of the additional insureds, its agents or employees;
- C. Bodily Injury or Property Damage intended or expected by additional insured;
- D. Liability assumed by the additional insured under any contract or agreement;
- E. Property Damage to:
 - 1. Property owned, used, occupied by, or rented exclusively to the additional insured;
 - 2. Property exclusively in the care, custody or control of the additional insured or its employees or agents, unrelated to the performance of your work.

LIMITS OF COVERAGE FOR ADDITIONAL INSURED

The limits of coverage available under this endorsement to any additional insured shall not exceed the sum of \$200,000.00 per claimant or \$300,000.00 per occurrence and in the aggregate. Defense costs are outside the limit provided.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the Insured's or the Additional Insured's sovereign immunity nor shall any provision of this agreement increase the liability of the Insured or the Additional Insured, or the sums for which the Insured may be liable, beyond the limits provided in §768.28, Florida Statutes.



Tab 3



4801 122nd Avenue North Clearwater, FL 33762
Tel. 727-822-7866 Fax 727-269-5490

Addendum submitted to: New River CDD Area E-1

Jennifer Goldyn
Property Manager Rizzetta & Co.
5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544

Work to be performed and billed outside the contract:

Landscape Management Services - 42 services per year

- Mow, edge, line-trim all turf areas
- Blow off areas each week

***Monthly Billing: \$122.50**

SPECIAL INSTRUCTIONS/REMARKS:

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This addendum is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Owner shall agree to pay interest in the amount of 1.5% per month on all accounts not received within 45 days past due. Further, the Owner shall be responsible for any collection costs and attorney fees incurred by Fieldstone Landscape Services LLC., in collection of sums past due under this Agreement.

Authorized Signature:

*****ACCEPTANCE OF ADDENDUM*****

The above notes, specifications and conditions are hereby accepted. Fieldstone Landscape Services is authorized to do the work as specified.

ACCEPTED:

Date

Signature

Tab 4

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “**Board**”) adopted a General Fund Budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020;

WHEREAS, pursuant to Section 189.016, Florida Statutes the Board desires to reallocate funds budgeted to reflect re-appropriated revenues and expenses approved during Fiscal Year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Amending the General Fund Budget for Fiscal Year 2019-2020.** The General Fund Budget for Fiscal Year 2019-2020 is hereby amended as shown in **Exhibit A** attached hereto. The District Manager shall post the amended budget on the District’s official website within 5 days after adoption and ensure it remains on the website for at least 2 years.
2. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Passed and adopted on December 9, 2020.

Attest:

**New River
Community Development District**

Jennifer Goldyn
Assistant Secretary

Ross Halle
Chair of the Board of Supervisors

Exhibit A: Amended General Fund Budget for Fiscal Year 2019-2020



Rizzetta & Company

New River Community Development District

newrivercdd.com

Amended Budget for Fiscal Year 2019/2020

Presented by: Rizzetta & Company, Inc.

**5844 Old Pasco Rd. Suite 100
Wesley Chapel, FL 33544
813-994-1001**

rizzetta.com

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GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

**Adopted Budget
New River Community Development District
General Fund
Fiscal Year 2019/2020**

| Chart of Accounts Classification | Budget for 2019/2020 |
|--|----------------------|
| REVENUES | |
| Interest Earnings | |
| Interest Earnings | \$ - |
| Special Assessments | |
| Tax Roll* | \$ 375,736 |
| Off Roll* | \$ 147,527 |
| Contributions & Donations from Private Sources | |
| Developer Contributions | \$ 60,480 |
| Other Miscellaneous Revenues | |
| Rental Revenues | \$ - |
| TOTAL REVENUES | \$ 583,743 |
| Balance Forward from Prior Year | \$ 80,000 |
| TOTAL REVENUES AND BALANCE FORWARD | \$ 663,743 |
| EXPENDITURES - ADMINISTRATIVE | |
| Financial & Administrative | |
| Administrative Services | \$ 3,600 |
| District Management | \$ 15,590 |
| District Engineer | \$ 5,000 |
| Disclosure Report | \$ 5,000 |
| Trustees Fees | \$ 11,000 |
| Tax Collector /Property Appraiser Fees | \$ 150 |
| Financial & Revenue Collections | \$ 3,600 |
| Assessment Roll | \$ 5,000 |
| Accounting Services | \$ 14,000 |
| Auditing Services | \$ 6,500 |
| Arbitrage Rebate Calculation | \$ 1,000 |
| Property Taxes | \$ 550 |
| Public Officials Liability Insurance | \$ 2,750 |
| Legal Advertising | \$ 2,000 |
| Miscellaneous Mailings | \$ 2,400 |
| Dues, Licenses & Fees | \$ 325 |
| Website Hosting, Maintenance, Backup (and | \$ 9,000 |
| Legal Counsel | |
| District Counsel | \$ 10,000 |
| Administrative Subtotal | \$ 97,465 |
| EXPENDITURES - FIELD OPERATIONS | |
| Security Operations | |
| Security System Maintenance | \$ 5,000 |
| Electric Utility Services | |
| Street Lights | \$ 35,084 |
| Utility - Recreation Facilities | \$ 6,000 |
| Utility-Fountain | \$ 750 |
| Utility-Irrigation | \$ 1,250 |
| Garbage/Solid Waste Control Services | |
| Garbage - Collection | \$ 6,000 |
| Solid Waste Assessment | \$ 250 |
| Water-Sewer Combination Services | |
| Utility Services | \$ 12,000 |
| Stormwater Control | |
| Stormwater Assessment | \$ 250 |
| Aquatic Maintenance (SWSM) | \$ 12,000 |
| Other Physical Environment | |
| General Liability Insurance | \$ 3,700 |
| Property Insurance | \$ 1,000 |
| Utility Deposit Bond | \$ 2,000 |
| Landscape Maintenance | \$ 185,188 |
| Irrigation Repairs | \$ 3,000 |
| Well Maintenance | \$ 2,500 |
| Holiday Decorations | \$ 2,500 |
| Landscape Replacement Plants, Shrubs, Trees | \$ 80,000 |
| Entry Wall Maintenance & Repairs | \$ 1,000 |
| Fountain Service Repairs & Maintenance | \$ 2,000 |
| Road & Street Facilities | |
| Roadway Repair & Maintenance | \$ 5,000 |
| Sidewalk Repair & Maintenance | \$ 1,500 |

**Adopted Budget
New River Community Development District
General Fund
Fiscal Year 2019/2020**

| Chart of Accounts Classification | Budget for 2019/2020 |
|---|----------------------|
| Parking Lot Repair & Maintenance | \$ 1,500 |
| Street Sign Repair & Replacement | \$ 1,500 |
| Parks & Recreation | |
| Employee Salary | \$ 30,083 |
| General Management & Oversight | \$ 10,800 |
| Facility Supplies | \$ 1,500 |
| Pest Control | \$ 500 |
| Pool Service Contract | \$ 10,200 |
| Pool Repairs | \$ 2,500 |
| Amenity Maintenance & Repairs | \$ 5,000 |
| Pool Permits | \$ 500 |
| Facility A/C & Heating Maintenance & Repair | \$ 1,500 |
| Clubhouse Maintenance & Repair | \$ 15,000 |
| Telephone Fax, Internet | \$ 2,500 |
| Clubhouse - Facility Janitorial Supplies | \$ 1,000 |
| Furniture Repair/Replacement | \$ 1,000 |
| Access Control Maintenance & Repair | \$ 2,500 |
| Athletic/Park Court/Field Repairs | \$ 5,000 |
| Clubhouse Miscellaneous Expense | \$ 5,000 |
| Dog Waste Station Service & Supplies | \$ 5,500 |
| Office Supplies | \$ 280 |
| Contingency | |
| Miscellaneous Contingency | \$ 44,943 |
| Future Amenity Center (cost share) | \$ 50,000 |
| | |
| Field Operations Subtotal | \$ 566,278 |
| | |
| TOTAL EXPENDITURES | \$ 663,743 |
| | |
| EXCESS OF REVENUES OVER EXPENDITURES | \$ - |
| | |

Adopted Budget
New River Community Development District
Debt Service
Fiscal Year 2019/2020

| Chart of Accounts Classification | Series 2010A-1 | Series 2010A-2 | Series 2010B-1 | Series 2010B-2 | Budget for 2019/2020 |
|---|---------------------|---------------------|-------------------|---------------------|-----------------------|
| REVENUES | | | | | |
| Special Assessments | | | | | |
| Net Special Assessments ⁽¹⁾ | \$262,590.88 | \$692,516.80 | \$1,125.00 | \$337,837.50 | \$1,294,070.18 |
| TOTAL REVENUES | \$262,590.88 | \$692,516.80 | \$1,125.00 | \$337,837.50 | \$1,294,070.18 |
| EXPENDITURES | | | | | |
| Administrative | | | | | |
| Financial & Administrative | | | | | |
| Debt Service Obligation | \$262,590.88 | \$692,516.80 | \$1,125.00 | \$337,837.50 | \$1,294,070.18 |
| Administrative Subtotal | \$262,590.88 | \$692,516.80 | \$1,125.00 | \$337,837.50 | \$1,294,070.18 |
| TOTAL EXPENDITURES | \$262,590.88 | \$692,516.80 | \$1,125.00 | \$337,837.50 | \$1,294,070.18 |
| EXCESS OF REVENUES OVER EXPENDITURES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Pasco County Collection Costs (2%) and Early payment Discounts (4%)

6.0%

Gross assessments

\$1,355,034.50

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) is a total 6% of Tax Roll. Budgeted net of tax roll assessments See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

New River Community Development District

FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

| | | |
|--------------------------|----|---------------------|
| 2019/2020 O&M Budget | | \$525,000.00 |
| Collection Cost @ | 2% | \$11,170.21 |
| Early Payment Discount @ | 4% | \$22,340.43 |
| 2019/2020 Total: | | \$558,510.64 |

| | |
|----------------------|--------------------|
| 2018/2019 O&M Budget | \$506,425.00 |
| 2019/2020 O&M Budget | \$525,000.00 |
| Total Difference: | \$18,575.00 |

| | <u>PER UNIT ANNUAL ASSESSMENT</u> | | <u>Proposed Increase / Decrease</u> | |
|---|--|-------------------------|--|-----------------|
| | <u>2018/2019</u> | <u>2019/2020</u> | <u>\$</u> | <u>%</u> |
| Series 2010A-1 Debt Service - Single Family 45' | \$755.00 | \$755.00 | \$0.00 | 0.00% |
| Operations/Maintenance - Single Family 45' | \$740.85 | \$768.03 | \$27.18 | 3.67% |
| Total | \$1,495.85 | \$1,523.03 | \$27.18 | 1.82% |
| Series 2010A-1 Debt Service - Single Family 55' | \$891.00 | \$891.00 | \$0.00 | 0.00% |
| Operations/Maintenance - Single Family 55' | \$874.21 | \$906.27 | \$32.06 | 3.67% |
| Total | \$1,765.21 | \$1,797.27 | \$32.06 | 1.82% |
| Series 2010A-1 Debt Service - Single Family 65' | \$1,146.00 | \$1,146.00 | \$0.00 | 0.00% |
| Operations/Maintenance - Single Family 65' | \$1,126.10 | \$1,167.40 | \$41.30 | 3.67% |
| Total | \$2,272.10 | \$2,313.40 | \$41.30 | 1.82% |
| Series 2010A-2 Debt Service - Townhome | \$675.00 | \$675.00 | \$0.00 | 0.00% |
| Operations/Maintenance - Townhome | \$540.82 | \$560.66 | \$19.84 | 3.67% |
| Total | \$1,215.82 | \$1,235.66 | \$19.84 | 1.63% |
| Series 2010A-2 Debt Service - Single Family 45' | \$925.00 | \$925.00 | \$0.00 | 0.00% |
| Operations/Maintenance - Single Family 45' | \$740.85 | \$768.03 | \$27.18 | 3.67% |
| Total | \$1,665.85 | \$1,693.03 | \$27.18 | 1.63% |
| Series 2010A-2 Debt Service - Single Family 55' | \$1,092.00 | \$1,092.00 | \$0.00 | 0.00% |
| Operations/Maintenance - Single Family 55' | \$874.21 | \$906.27 | \$32.06 | 3.67% |
| Total | \$1,966.21 | \$1,998.27 | \$32.06 | 1.63% |

NEW RIVER CDD**FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

| | | |
|--------------------------|------|---------------------|
| TOTAL O&M BUDGET | | \$525,000.00 |
| COLLECTION COSTS @ | 2.0% | \$11,170.21 |
| EARLY PAYMENT DISCOUNT @ | 4.0% | \$22,340.43 |
| TOTAL O&M ASSESSMENT | | <u>\$558,510.64</u> |

| LOT SIZE | UNITS ASSESSED | | | ALLOCATION OF O&M ASSESSMENT | | | | PER LOT ANNUAL ASSESSMENT | | | |
|--|----------------|-----------------------------|-----------------------------|------------------------------|---------------|-------------|----------------------|---------------------------|------------------------|------------------------|----------------------|
| | O&M | SERIES 2010A1 | SERIES 2010A2 | EAU FACTOR | TOTAL EAU's | % TOTAL | TOTAL O&M BUDGET | O&M | 2010A-1 DEBT | | TOTAL ⁽³⁾ |
| | | DEBT SERVICE ⁽¹⁾ | DEBT SERVICE ⁽¹⁾ | | | | | | SERVICE ⁽²⁾ | SERVICE ⁽²⁾ | |
| Single Family 45' | 95 | 95 | | 1.00 | 95.00 | 13% | \$72,962.55 | \$768.03 | \$755.00 | \$0.00 | \$1,523.03 |
| Single Family 55' | 161 | 161 | | 1.18 | 189.98 | 26% | \$145,909.73 | \$906.27 | \$891.00 | \$0.00 | \$1,797.27 |
| Single Family 65' | 56 | 56 | | 1.52 | 85.12 | 12% | \$65,374.44 | \$1,167.40 | \$1,146.00 | \$0.00 | \$2,313.40 |
| Townhome | 52 | | 50 | 0.73 | 37.96 | 5% | \$29,154.30 | \$560.66 | \$0.00 | \$675.00 | \$1,235.66 |
| Single Family 45' | 66 | | 394 | 1.00 | 66.00 | 9% | \$50,689.77 | \$768.03 | \$0.00 | \$925.00 | \$1,693.03 |
| Single Family 55' | 35 | | 310 | 1.18 | 41.30 | 6% | \$31,719.51 | \$906.27 | \$0.00 | \$1,092.00 | \$1,998.27 |
| Gross Acreage | 235.38 | | | 0.90 | 211.84 | 29% | \$162,700.34 | \$691.22 | | | \$691.22 |
| | <u>700.38</u> | <u>312</u> | <u>754</u> | | <u>727.20</u> | <u>100%</u> | <u>\$558,510.64</u> | | | | |
| LESS: Pasco County Collection Costs (2%) and Early Payment Discount (4%) | | | | | | | <u>(\$33,063.83)</u> | | | | |
| Net Revenue to be Collected | | | | | | | <u>\$525,446.81</u> | | | | |

⁽¹⁾ Reflects the number of total lots with Series 2010A1 and Series 2010A2 debt outstanding.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2010A1 and 2010A2 bond issues. Annual assessment includes principal, interest, Pasco County collection costs and early payment discount costs.

⁽⁴⁾ Annual assessment that will appear on November 2019 Pasco County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

Tab 5



Rizzetta & Company

New River Community Development District

Proposal for Amenity Management Services

Presented by: Rizzetta & Company, Inc.

**3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
813.514.0400**

rizzetta.com

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Scope of Services

INTRODUCTION:

Rizzetta Amenity Services, Inc. ("Consultant"), at the request of the New River Community Development District ("District") is providing a proposal for professional Amenity Management Services. These services are listed by the following categories:

- MANAGEMENT
- PERSONNEL
- RESPONSIBILITIES
- ADDITIONAL SERVICES
- LITIGATION SUPPORT SERVICES

A detailed description of these services is provided below:

MANAGEMENT:

Rizzetta Amenity Services, Inc. shall provide expert general management and oversight of the contract with the District within the agreed to scope of service. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation.

As required, the Consultant will attend meetings to provide any updates or address concerns. The Consultant will be available to any board member for open and direct communications regarding any questions they may have.

PERSONNEL:

The Consultant shall provide the services of a Clubhouse Coordinator that will be assigned to the District. A general description of this position is provided below:

1. **Clubhouse Coordinator:** Shall be employed as a part time twenty-nine (29) hours per week position. They are the onsite representative of the Consultant. This position will oversee the amenity facilities and address the general maintenance needs of the amenity facilities and district property. The part time Clubhouse Coordinator will report directly to the District Manager.

RESPONSIBILITIES:

The onsite management personnel will be responsible for the following services, a detailed description of these services is provided below:



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Clubhouse Coordinator

General:

- Responsible for the operations and maintenance of the amenities (based on twenty-nine (29) hours per week).
- Ensure a presentable overall appearance of the Clubhouse and amenities.
- Serve as an on-site representative of the District to the residents.
- Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
- Handle interactions with residents professionally and forward their questions, concerns, and requests to the District Manager prior to making commitments.
- Full knowledge/awareness of all rules and regulations of the amenities.
- Prepare any incident or accident reports and forward to the District Manager.
- Oversee clubhouse, pool, and playground to maintain and improve effectiveness and efficiency.
- Submit a monthly facility report to the District Manager.
- When requested, attend District Board of Supervisor meetings.
- Purchase (via Consultant supplied debit card) supplies, consumables, and other items as approved by the District, and timely review and monthly submission of invoices.

Maintenance & Cleaning:

- Responsible for performing general maintenance for all District properties.
- Perform touch up painting as directed by District Manager.
- Perform pressure washing as needed.
- Perform light repairs to District property as needed.
- Assess condition of District property resulting from neglect, vandalism, depreciation and contact District Manager.
- Pick up trash as needed on District property.
- Clean restrooms and restock paper products.
- Maintain control of the District's maintenance items, tools and equipment including preventative maintenance records.
- Work to ensure the community meets the quality maintenance standards set by the Board of Supervisors and District Management staff.
- Assist District Manager with the oversight of performance for all outside contractors.
- Maintain the "Entry Monument" area on a regular basis by picking up debris and removal of the cobwebs.
- Oversee and maintain the maintenance of the community park(s). Check playground equipment, basketball courts, and empty receptacles and pick up debris.
- Clubhouse: Clean clubhouse, restrooms. Pick up parking lot litter and blow off debris as required.
- Pool: Blow off pool deck, clean (sanitize as required) and arrange furniture, empty, and clean all receptacles, and adjust umbrellas.



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ADDITIONAL SERVICES:

In addition to the Amenity Management Services described above, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include but are not limited to attendance at additional meetings, District presentations and vendor responses.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

If any litigation support services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.



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Schedule of Fees – Fiscal Year 2020/2021

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **January 1, 2021 to September 30, 2021**.

PERSONNEL:

Part Time Personnel (29 hours per week)

- Clubhouse Coordinator

ANNUAL

| | |
|---|------------|
| Budgeted Personnel Total ⁽¹⁾ | \$ 27,361. |
|---|------------|

| | |
|---|-----------|
| General Management and Oversight ⁽²⁾ | \$ 7,200. |
|---|-----------|

| | |
|---------------------------|-------------------|
| Total Annual Cost: | \$ 34,561. |
|---------------------------|-------------------|

(1). Budgeted Personnel: 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, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(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.



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Schedule of Fees – Fiscal Year 2021/2022

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **October 1, 2021 to September 30, 2022**.

PERSONNEL:

Part Time Personnel (29 hours per week)

- Clubhouse Coordinator

ANNUAL

| | |
|---|------------|
| Budgeted Personnel Total ⁽¹⁾ | \$ 37,441. |
|---|------------|

| | |
|---|-----------|
| General Management and Oversight ⁽²⁾ | \$ 9,600. |
|---|-----------|

| | |
|---------------------------|-------------------|
| Total Annual Cost: | \$ 47,041. |
|---------------------------|-------------------|

(1). Budgeted Personnel: 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, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(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.



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The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

Pre-employment Testing: Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Office Equipment: Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.



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ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

| Job Title: | Hourly Rate: |
|---|---------------------|
| Principal | \$300.00 |
| Vice President | \$250.00 |
| Chief Financial Officer | \$250.00 |
| Director | \$225.00 |
| Information Technology Manager | \$225.00 |
| Regional District Manager | \$200.00 |
| Financial Services Manager | \$200.00 |
| Accounting Manager | \$200.00 |
| Regional Licensed Community Association Manager | \$200.00 |
| District Manager | \$175.00 |
| Licensed Community Association Manager | \$175.00 |
| Amenity Services Manager | \$175.00 |
| Clubhouse Manager | \$175.00 |
| Senior Helpdesk Support Engineer | \$175.00 |
| Financial Analyst | \$150.00 |
| Senior Field Services Manager | \$150.00 |
| Senior Accountant | \$150.00 |
| Field Services Manager | \$125.00 |
| Community Association Coordinator | \$100.00 |
| Financial Associate | \$100.00 |
| Staff Accountant | \$100.00 |
| Accounting Clerk | \$ 85.00 |
| Administrative Assistant | \$ 85.00 |



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New River Community Development District

Proposal for Amenity Management Services

Presented by: Rizzetta & Company, Inc.

**3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
813.514.0400**

rizzetta.com

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Scope of Services

INTRODUCTION:

Rizzetta Amenity Services, Inc. ("Consultant"), at the request of the New River Community Development District ("District") is providing a proposal for professional Amenity Management Services. These services are listed by the following categories:

- MANAGEMENT
- PERSONNEL
- RESPONSIBILITIES
- ADDITIONAL SERVICES
- LITIGATION SUPPORT SERVICES

A detailed description of these services is provided below:

MANAGEMENT:

Rizzetta Amenity Services, Inc. shall provide expert general management and oversight of the contract with the District within the agreed to scope of service. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation.

As required, the Consultant will attend meetings to provide any updates or address concerns. The Consultant will be available to any board member for open and direct communications regarding any questions they may have.

PERSONNEL:

The Consultant shall provide the services of a Clubhouse Manager that will be assigned to the District. A general description of this position is provided below:

1. **Clubhouse Manager:** Shall be employed as a full time hourly position. They are the onsite representative of the Consultant. This position will oversee the amenity facilities and address the general maintenance needs of the amenity facilities and district property. The Clubhouse Manager will report directly to the District Manager.

RESPONSIBILITIES:

The onsite management personnel will be responsible for the following services, a detailed description of these services is provided below:



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Clubhouse Manager

General:

- Responsible for the operations and maintenance of the District property and amenities.
- Ensure a presentable overall appearance of the Clubhouse, amenities, and landscaping.
- Serve as an on-site representative of the District to the residents.
- Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
- Handle interactions with residents professionally and forward their questions, concerns, and requests to the District Manager prior to making commitments.
- Full knowledge/awareness of all rules and regulations of the amenities.
- Prepare any incident or accident reports and forward to the District Manager.
- Oversee clubhouse, pool, and playground to maintain and improve effectiveness and efficiency.
- Submit a monthly facility report to the District Manager.
- When requested, attend District Board of Supervisor meetings.
- Prepare a Facility Maintenance Plan and an Emergency Action Plan.

Budget and Finance:

- Purchase (via Consultant supplied debit card) supplies, consumables, and other items as approved by the District, and timely review and monthly submission of invoices.
- Responsible for adhering to the annual CDD operating budget.
- Work with the District Manager in the annual budget preparation.
- Provide input and recommendations regarding Reserve Fund line items.
- Prepare and obtain quotes for services when directed by the District Manager or CDD Board.
- Process resident purchases. Maintain log of all transactions and submit a monthly report to the Finance Team.
- Prepare deposits and debit card receipts for accounting.

Property and Facility Management:

- Responsible for maintaining proper efficiency of the computers, network, and back-ups.
- Develop and implement procedures regarding proper usage and security by both residents and staff.
- Manage the assignment of facility access cards.
- Assist District Manager with the oversight of performance for all outside contractors.
- Responsible for managing vendors for services such as pool maintenance, facility cleaning, fitness equipment maintenance, landscape/irrigation maintenance, pond maintenance, A/C & heating, pest control, fire extinguisher inspections, etc.
- Research and implement, when applicable, cost savings on products and vendors.



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- Assist the DM and Board with special projects.
- Responsible for supervising maintenance to meet CDD Board standards for the facilities, grounds, ponds, and amenities.
- Provide ongoing feedback to the District Manager regarding performance requirements and issues with contracted grounds and pond vendors. Provide input to the District Manager on grounds requirements during the budgeting process and at the time any grounds or conservation contracts are put out for bid.
- Track work orders and field service concerns regarding landscaping and ponds.
- Investigate/Identify Landscape and Pond concerns before coordinating with the vendor.
- First point of contact for afterhours emergencies, concerns, alarms, or incidents.
- Perform routine office and facility maintenance duties to aid in resident satisfaction and ensure a spotless physical appearance of the facilities.
- Complete routine walks throughout the buildings and outside amenities.
- Ensure spotless physical appearance of the District facilities and supervise daily operations.
- Schedule maintenance safety checks and landscape lighting inspections.
- Schedule ordering of cleaning supplies, event supplies, and office supplies.
- Assist with Board of Supervisors requests / approvals.
- Maintain control of the District's maintenance items, tools and equipment including preventative maintenance records.
- Assess condition of District property resulting from neglect, vandalism, depreciation, and contact District Manager.

General Maintenance & Cleaning:

- Responsible for performing general maintenance for District properties.
- Perform touch up painting as needed.
- Perform pressure washing as needed.
- Perform light repairs to District property as needed.
- Pick up trash on District property.
- Clean restrooms and restock paper products.
- Maintain the "Entry Monument" area on a regular basis by picking up debris and removal of the cobwebs.
- Oversee and maintain the maintenance of the community park(s). Check playground equipment, basketball courts, and empty receptacles and pick up debris.
- Clubhouse: Clean clubhouse, restrooms. Pick up parking lot litter and blow off debris as required.
- Pool: Blow off pool deck, clean (sanitize as required) and arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
- Work to ensure the community meets the quality maintenance standards set by the Board of Supervisors and District Management staff.



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Community Relations:

- Responsible for building and maintaining relationships with residents.
- Primary resident contact for all major resident issues and concerns. If issue resolution is delegated to another person/company, continue to monitor the issue until it has been completely resolved.
- Responsible for providing input and feedback to the CDD Board of Supervisors on major issues pertaining to residents, staff, property and facilities, vendor services, and community policies and procedures.
- Meet with individual Board members & residents as requested.
- Meet with the District Manager & Amenities Manager as needed to coordinate and implement Board of Supervisor requests and other community needs.
- Meet and greet homeowners, potential homebuyers, Realtors, and other visitors, and provide information through personal dialogue and tours of the Facilities.
- Coordinate/Report to Pasco County on road repairs, storm water drainage issues, broken lines, etc.
- Troubleshoot all community concerns with the District Manager and Amenities Manager.

ADDITIONAL SERVICES:

In addition to the Amenity Management Services described above, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include but are not limited to attendance at additional meetings, District presentations and vendor responses.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

If any litigation support services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.



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Schedule of Fees – Fiscal Year 2020/2021

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **January 1, 2021 to September 30, 2021**.

PERSONNEL:

Full Time Personnel (40 hours per week)

- Clubhouse Manager

| | |
|-----------------------------------|------------|
| Budgeted Personnel ⁽¹⁾ | \$ 46,629. |
|-----------------------------------|------------|

| | |
|---|-----------|
| General Management and Oversight ⁽²⁾ | \$ 8,100. |
|---|-----------|

| | |
|-----------------------------|-------------------|
| Total Services Cost: | \$ 54,729. |
|-----------------------------|-------------------|

(1). Budgeted Personnel: 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, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(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.



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Schedule of Fees – Fiscal Year 2021/2022

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **October 1, 2021 to September 30, 2022**.

PERSONNEL:

Full Time Personnel (40 hours per week)

- Clubhouse Manager

| | ANNUAL |
|---|------------|
| Budgeted Personnel Total ⁽¹⁾ | \$ 63,808. |
| General Management and Oversight ⁽²⁾ | \$ 10,800. |

| | |
|---------------------------|-------------------|
| Total Annual Cost: | \$ 74,608. |
|---------------------------|-------------------|

(1). Budgeted Personnel: 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, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(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.



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The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

Pre-employment Testing: Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Office Equipment: Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.



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ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

| Job Title: | Hourly Rate: |
|---|---------------------|
| Principal | \$300.00 |
| Vice President | \$250.00 |
| Chief Financial Officer | \$250.00 |
| Director | \$225.00 |
| Information Technology Manager | \$225.00 |
| Regional District Manager | \$200.00 |
| Financial Services Manager | \$200.00 |
| Accounting Manager | \$200.00 |
| Regional Licensed Community Association Manager | \$200.00 |
| District Manager | \$175.00 |
| Licensed Community Association Manager | \$175.00 |
| Amenity Services Manager | \$175.00 |
| Clubhouse Manager | \$175.00 |
| Senior Helpdesk Support Engineer | \$175.00 |
| Financial Analyst | \$150.00 |
| Senior Field Services Manager | \$150.00 |
| Senior Accountant | \$150.00 |
| Field Services Manager | \$125.00 |
| Community Association Coordinator | \$100.00 |
| Financial Associate | \$100.00 |
| Staff Accountant | \$100.00 |
| Accounting Clerk | \$ 85.00 |
| Administrative Assistant | \$ 85.00 |



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