

Diamond Hill Community Development District

Board of Supervisors' Meeting October 10, 2022

District Office: 2700 S. Falkenburg Road, Suite 2745 Riverview, Florida 33578 813.533.2950

www.diamondhillcdd.org

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT AGENDA

At the office of Rizzetta & Company, Inc., located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578.

District Board of Supervisors Ferdinand Ramos Chairman

James Oliver Vice Chairman
Linda Dunn Assistant Secretary
Douglas Taggerty Assistant Secretary
Ed Craig Assistant Secretary

District Manager Christina Newsome Rizzetta & Company, Inc.

District Attorney John Vericker Straley Robin Vericker

District Engineer Stephen Brletic Johnson, Mirmiran & Thompson

All cellular phones and pagers must be turned off 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 813-933-5571. 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.

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Riverview, Florida · (813) 533-2950</u>

<u>Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

www.diamondhillcdd.org

October 7, 2022

Board of Supervisors Diamond Hill Community Development District

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Diamond Hill Community Development District will be held on **Monday, October 10, 2022, at 2:00 p.m.** at the office of Rizzetta & Company, Inc., located at 2700 S. Falkenburg Road, Suite 2745, Riverview, Florida 33578. The following is the revised agenda for this meeting:

1.	CALL	. TO ORDER	
2.	AUDI	ENCE COMMENTS ON AGENDA ITEMS	
3.	BUSI	NESS ITEMS	
	A.	Consideration of MBS Series 2013 Bonds Refunding	Tab 1
	В.	Consideration of Campus Suite Addendum	Tab 2
4.	STAF	F REPORTS	
	A.	Aquatic Maintenance Update	
	В.	Landscape and Irrigation Maintenance Update	Tab 3
		1. Consideration of Pine Tree Removal Proposal	Tab 4
	C.	District Counsel Update	
	D.	District Engineer Update	
	E.	District Manager Update	
		1. Review of District Manager Report	Tab 5
5.	BUSI	NESS ADMINISTRATION	
	A.	Consideration of Minutes of Board of Supervisors'	
		Meeting held on August 8, 2022	Tab 6
6.	SUPE	RVISOR REQUESTS	
7.	ADJC	DURNMENT	

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,

Christina Newsome

Christina Newsome District Manager

cc: Ferdinand Ramos, Chairman John Vericker, District Counsel

Tab 1



AGREEMENT FOR UNDERWRITING SERVICES DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT

October 10, 2022

Board of Supervisors Diamond Hill Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Diamond Hill Community Development District (the "District") which, upon your acceptance of this offer, will be binding on the District and the Underwriter. This agreement relates to the proposed issuance of the District's Series 2023 Bonds (the "Bonds") for the purpose of refunding the District's outstanding Series 2013 (the "Prior Bonds"). This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

- 1. <u>Scope of Services:</u> MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.



2. <u>Fees:</u> The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of \$50,000 or 1.50% of the total par amount of Bonds issued.

The Underwriter shall also bear the cost of obtaining an investment grade rating with the actual cost of the rating to be paid from the proceeds of the Bonds only to the extent Bonds are issued.

- **3.** <u>Termination:</u> Both the District and the Underwriter will have the right to terminate this Agreement without cause upon written notice to the non-terminating party.
- **4.** Purchase Contract: At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
- 5. <u>Notice of Meetings:</u> The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
- 6. <u>Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.</u> The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.



This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,

MBS Capital Markets, LLC

Rhonda Mossing

Managing Partner

Approved and Accepted By:

Title:

Date:



EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being



underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Tab 2

Addendum

Addendum A to Campus Suite Contract:

Contract effective date: 1/1/2022

Statement of Work

2. Maintenance and Management of the Website.

2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal; *

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

B. Maintenance.

ii. Remediate new documents on an unlimited basis; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager's submission for such request.

Section 3. Compensation.

B. Maintenance. For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019, the District shall pay Contractor (\$1,537.50) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(ii).

By:	Date:
Authorized Representative	
Innersync Studio, LLC	
USER: Diamond Hill Community	Development District
By:	Date:
Print name:	

PROVIDER: Innersync Studio, Ltd.

Tab 3







Common Area Clean Up Common areas are being cleaned up by yellowstone with services.



Steep Pond Banks All pond banks are being serviced as of 10/4/22. With heavy rains made pond bank mowing almost impossible.



Turf Fungicides
Turf application of curatives and
preventatives applied on 8/24. As
well as a fertilizer application to all
turf areas



Storm Debris Removal



Storm Debris
Yellowstone is removing and
mulching all storm debris created
by Hurricane Ian



Storm Debris



Cut Tree Emerald Hill
Tree was located next to fire
hydrant cut up. Not done by
Yellowstone



Turf Maintenance
Turf is being maintained as
contracted



Turf Mowing.
Turf mowing is being completed throughout. As well as at both entrances



Pond Mowing Pond mowing throughout is being completed



Storm Debris
Property Manager
Storm debris is being cleaned up with services



Brilliant Cut Way Entrance Brilliant cut way entrance is in great shape



Entrance
Property Manager
Entrance is in great shape

Josh Oliva Yellowstone

Tab 3A

Yellowstone Landscape (Tampa)



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

Property	Inspectio	on	
Diamond Hill CDD 1627 Emerald Hill Way Valrico, FL 33594	Date: Inspector:		8/25/2022 Josiah Ball
Contact			
Taylor Nielson tnielsen@rizzetta.com			
Estimate Summary	Service S	Summary	
Total: \$0.00 (plus applicable taxes)	Service	Quantity	Cost
	No Services		
		Total (plus applicable taxes):	\$0.00
Signature	Date		

Service Detail

No Services



Tab 3B

Yellowstone Landscape (Tampa)



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

Property		Inspection		
Diamond Hill CDD 1627 Emerald Hill Way Valrico, FL 33594		Date: Inspector:		9/22/2022 D Pellecchia
Contact				
Taylor Nielson tnielsen@rizzetta.com				
Estimate Summary		Service Su	mmary	
Total:	\$99.28 (plus applicable taxes)	Service	Quantity	Cost
		Repair Drip Line	1	\$20.71
		Replace Pump	1	\$78.57
			Total (plus applicable taxes):	\$99.28
Signature		Date		

Service Detail

General			
Asset	Service	Notes	Total
Pump 2	Replace	Horsepower: 0 Voltage: 0 Pump start is bad? Pump will only come on when you push button in control box. Need time to further troubleshoot.	\$78.57

Controller 2 Gate code	#5327 > Zone 1 Rotors		
Asset	Service	Notes	Total
Drip Line 1	Repair	Drip Line Length (ft.): 0 Drip Line Size: 1/2" Broken bubbler next to established magnolia tree off the rotor zone capped it off with a half inch threaded cap	\$20.71



Tab 4



Proposal #252917

Date: 10/05/2022 From: Joshua Oliva

Proposal For Location

Diamond Hill CDD

c/o Rizzetta & Company, Inc. 9428 Camden Field Pkwy Riverview, FL 33578 main: mobile: 1627 Emerald Hill Way

Valrico, FL 33594

Terms: Net 30

Property Name: Diamond Hill CDD

Pine Tree Removal @ 1624 Brilliant Cut Way

 DESCRIPTION
 QUANTITY
 UNIT PRICE
 AMOUNT

 Arbor Cost
 1.00
 \$2,998.00
 \$2,998.00

Client Notes

- Proposal to remove dead pine next to 1624 Brilliant Cut Way.
- Tree is a hazard that poses risk to structural damage
- Special equipment required to ensure no damage is done to the house.
- Tree will be flush cut with no stump grinding included

	SUBTOTAL	\$2,998.00
Signature	SALES TAX	\$0.00
x	TOTAL	\$2,998.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact	Assigned To
Print Name:	Joshua Oliva Office: joliva@yellowstonelandscape.com
Date:	

Tab 5



District Manager's Report October 10

2022

UPCOMING DATES TO REMEMBER

- Next Meeting: December 12, 2022
- Voter Registration Deadline: October 11, 2022
- Next Election (Seats 1, 2, and 3): November 8, 2022

FINANCIAL SUMMARY	7/31/2022
General Fund Cash & Investment Balance:	\$544,481
Reserve Fund Cash & Investment Balance:	\$664,504
Debt Service Fund Investment Balance:	\$118,464
Total Cash and Investment Balances:	\$1,327,449
General Fund Expense Variance:	Under Budget \$13k

**August Financials are running late

RASI Reports <u>rasireports@rizzetta.com</u> • CDD Finance Team <u>CDDFinTeam@rizzetta.com</u>

H



UPDATES:

- Regarding the pine tree on Brilliant Cut Way that needs to be removed, the District's Engineer went out and looked at the area and said it would be the resident responsibility. I then contacted the rental company, and they said it would be taken care of, then came back and said it was on CDD property and they will not be removing the tree. I've asked for a lot survey showing that the tree is on CDD property and have not received a reply.
- Mr. Timken is requesting an update on the trees here being replanted. I've asked Yellowstone to provide a proposal for replacements, so an informed decision can be made.



 Mr. Ansari made a request for the dry pond to be mowed so I have reached out to Solitude to address.



Tab 6

Meeting held on June 13, 2022

MINUTES OF MEETING 1 2 Each person who decides to appeal any decision made by the Board with respect to 3 any matter considered at the meeting is advised that person may need to ensure that a 4 5 verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. 6 7 8 **DIAMOND HILL** 9 COMMUNITY DEVELOPMENT DISTRICT 10 11 The regular meeting of the Diamond Hill Community Development District was 12 held on Monday, August 8, 2022, at 2:00 p.m. at the office of Rizzetta & Company, 13 Inc., located at 2700 S. Falkenburg Road, Suite 2745, Riverview FL, 33578. The 14 following is the agenda for this meeting: 15 16 17 Present and constituting a quorum: 18 Ferdinand Ramos **Board Supervisor, Chairman** 19 **Board Supervisor, Vice Chairman** James Oliver 20 **Board Supervisor, Assistant Secretary** Linda Dunn 21 **Board Supervisor, Assistant Secretary** Ed Craig 22 Douglas Taggerty **Board Supervisor, Assistant Secretary** 23 24 Also present were: 25 26 Christina Newsome District Manager, Rizzetta & Co., Inc. 27 Josh Olivia **Yellowstone Landscaping** 28 **Straley Robin Vericker (via Phone)** Vanessa 29 30 Audience Not present. 31 32 FIRST ORDER OF BUSINESS Call to Order 33 34 Ms. Newsome called the meeting to order and read the roll call. 35 36 SECOND ORDER OF BUSINESS 37 Audience Comments on Agenda Items 38 39 No audience comments. 40 41 THIRD ORDER OF BUSINESS 42 Consideration of Minutes of the Board of Supervisors' Regular 43

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5.1

Ms. Newsome presented the minutes of the Board of Supervisors' regular meeting held on June 13, 2022.

On a Motion by Ms. Dunn, seconded by Mr. Oliver, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on June 13, 2022, as presented, for the Diamond Hill Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Operation & Maintenance Expenditures for May and June 2022

Ms. Newsome presented the Operation & Maintenance Expenditures for May and June 2022.

5556

On a Motion by Mr. Ramos, seconded by Ms. Dunn, with all in favor, the Board of Supervisors approved the Operation & Maintenance Expenditures report for May 2022 (\$16,001.15) and June 2022 (\$13,085.35), for the Diamond Hill Community Development District.

57 58

FIFTH ORDER OF BUSINESS

Staff Reports

59 60 61

A. Aquatic Maintenance Report

62 63 64 Not present. The Board requested Ms. Newsome to follow up with Solitude regarding the maintenance of the dry ponds.

656667

B. Landscape & Irrigation Maintenance Report

69 70

68

Mr. Olivia was present. Mr. Olivia informed the Board that it may be time for a hardwood push back of common areas. The Board requested that Yellowstone clear the debris around the clubhouse cameras.

71 72 73

C. Consideration of Planting Replacement at West Entrance Proposal

74 75 The Board requested a revised breakdown of services for plant replacement proposal.

76 77

On a Motion by Mr. Taggerty, seconded by Mr. Oliver, with all in favor, the Board authorized the Chair to sign the plant replacement proposal outside of the meeting not to exceed \$797k, for the Diamond Hill Community Development District.

78 79

There was a request for more bids for tree removal and to revise the tree removal proposal to remove stump grinding and to only remove fallen trees.

80 81

On a Motion by Mr. Taggerty, seconded by Ms. Dunn, with all in favor, the Board authorized the Chair to sign the tree removal proposal outside of the meeting not to exceed \$4,500, for the Diamond Hill Community Development District.

82 83

D. District Counsel

8485

Vanessa was present, no report was given.

8687

E. District Engineer Update

88 89

Not present, no report given.

90 91

F. District Manager Update

92 93

Next meeting will be October 10, 2022, at 2:00 p.m.

94 95

1. Review of District Manager Report

96 97

Ms. Newsome presented the district manager report to the Board.

98 99

2. Update on District Financials

100101

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Ms. Newsome present the district financials to the Board.

103 104

SIXTH ORDER OF BUSINESS

105 106 Consideration of Resolution 2022-03, Adopting the Fiscal Year 2022/2023 Meeting Schedule

On a Motion by Mr. Ramos, seconded by Mr. Oliver, with all in favor, the Board of Supervisors adopted Fiscal Year 2022-2023 Meeting Schedule., for the Diamond Hill Community Development District.

107108

SEVENTH ORDER OF BUSINESS

Consideration of Rizzetta Contract Addendum

109

EIGHTH ORDER OF BUSINESS	Consideration of Trimmers Holiday Lighting Proposal
Ms. Newsome will contact the hinvoice for the CDD portion of holiday l	nomeowner's association treasurer to request ighting proposal.
NINTH ORDER OF BUSINESS	Supervisor Requests
There were no supervisor reque	sts at the time.
TENTH ORDER OF BUSINESS	Adjournment
	ed by Mr. Taggerty, with all in favor, the Board at 3:03 p.m., for the Diamond Hill Commu