



Rizzetta & Company

Diamond Hill Community Development District

**Board of Supervisors' Meeting
December 12, 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

District Office · Riverview, Florida · (813) 533-2950
Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.diamondhillcdd.org

December 6, 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, December 12, 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. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **SPECIAL BUSINESS ITEMS**
 - A. Presentation of Oath of Office
 - B. Consideration of Resolution 2023-01, Redesignating Officers... Tab 1
4. **BUSINESS ITEMS**
 - A. Consideration of Aquatics Proposals Tab 2
 - B. Presentation of Single Lot Line Survey Tab 3
 - C. Consideration of Fiscal Year 2021-2022 Audit
Engagement Letter..... Tab 4
5. **STAFF REPORTS**
 - A. Aquatic Maintenance Update
 - B. Landscape and Irrigation Maintenance Update Tab 5
 - C. District Counsel Update
 - D. District Engineer Update
 - E. District Manager Update
5. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors'
Meeting held on October 10, 2022, Tab 6
 - B. Consideration of Operations and Maintenance
Expenditures for July and August..... Tab 7
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Diamond Hill Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 12th DAY OF DECEMBER 2022.

**DIAMOND HILL COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 2



Waterway Management Proposal

For

Diamond Hill

Community Development District

www.AdvancedAquatic.com

lakes@advancedaquatic.com

292 S. Military Trail – Deerfield Beach, FL 33442

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

1-800-491-9621



November 30, 2022

Diamond Hill Community Development District
c/o Rizzetta and Company, Inc.
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578
Attn: Christina Newsome, CDD District Manager

Dear Christina,

Thank you for the opportunity to submit our proposal for the management of your Stormwater ponds at Diamond Hill Community Development District.

Advanced Aquatic is a Florida based company and has been in the waterway management business for over 30 years. We care for many of the finest golf courses, commercial properties and residential communities in Florida. Most of our Business has come to us by referrals from satisfied customers. When you decide to choose Advanced Aquatic as your service provider, you will be hiring a science based, customer first company that is serious about caring for your ponds.

We are on the cutting edge in our approach to weed control, water quality and littoral maintenance. Advanced Aquatic also offers consulting services to help design and create living shorelines of plants native to Florida. Our entire team at Advanced Aquatic will work diligently to earn your trust and transform your ponds into beautiful assets of which you will be proud. We look forward to working with you.

Sincerely,

Doug Agnew

Doug Agnew,
Senior Environmental Consultant

www.AdvancedAquatic.com
lakes@advancedaquatic.com

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



Our Philosophy Regarding Management of Natural Resources & Customer Relationship

The vision and management philosophy of Advanced Aquatic Services, Inc. (AAS) is based on **Responsible Environmental Stewardship**. Our sustainability goal is to use alternative methods of control whenever possible to reduce overall herbicide use in lakes and ponds and provide a balanced ecosystem for our customers.

Advanced Aquatic Services offers environmentally sound management plans to provide solutions for healthy and aesthetically pleasing waterways. AAS is a Future Forward Organization continually seeking contemporary innovations and strategies to enhance a sustainable future that leads to environmental, social, and economic improvements in the communities where we work.

Our science-based strategy to target the source of problematic lake & pond issues is outlined in our innovative environmental management plans—

- Perform strategic water quality analysis on site by AAS Biologists to identify and diagnose any underlying ecological concerns.
- Recommendation of bottom diffused aeration technology to aide in naturally reducing nutrient levels, thereby reducing algal blooms and the frequency and intensity of herbicide applications, all while improving water quality and enhancing fisheries.
- Utilization of beneficial bacteria and enzymes to naturally improve water quality, water clarity and reduce bottom organic sediment (muck).
- Stocking of sterile triploid grass carp to aide in naturally controlling submersed aquatic weeds, thereby lowering the reliance upon aquatic herbicides.
- Use of sequestering agents (i.e., Alum) to lower nutrient levels with the purpose of reducing the severity and recurrence of algal blooms.
- Lake/Pond Shading applications to diminish sunlight penetrating to a lake & pond bottom region. Helps to reduce overall algae and aquatic weed growth.
- Creation of “Living Shorelines” of native aquatic plants to filter surface run-off of excess nutrients such as Nitrogen and Phosphorus. These valuable native plants will also provide wildlife habitats, aide in shoreline erosion control and enhance environmental aesthetics.

Employing state-of-the-art equipment, technology, and techniques allows AAS to provide proactive and sustainable solutions to the most challenging water quality concerns. **Most importantly, our “Customer First” philosophy to client service and satisfaction is a vital part of the foundation of AAS.**

At AAS, customer first is defined as 1- Always carefully *identifying* and *listening* to the goals and expectations of our customers. 2- *Crafting* everything we do with focus upon customers goals and expectations. 3- *Maximizing* communication with all customers so that we can be as proactive as possible with all recommendations. 4- *Responding* to all customer requests/phone calls/emails within 24 hrs.

Simply summarized, AAS places customers first in all our considerations and we treat all people the way we would like to be treated.

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

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

1-800-491-9621



Diamond Hill CDD



www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

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

1-800-491-9621



Diamond Hill Golf Club

Dover, Florida



www.AdvancedAquatic.com

lakes@advancedaquatic.com

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1-800-491-9621



Diamond Hill Golf Club

Dover, Florida



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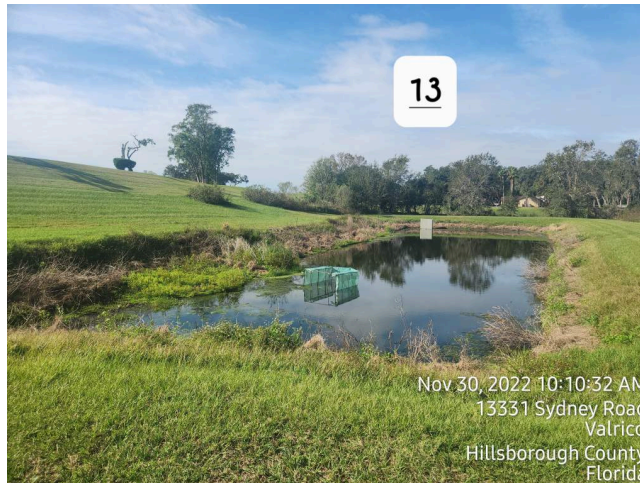
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621

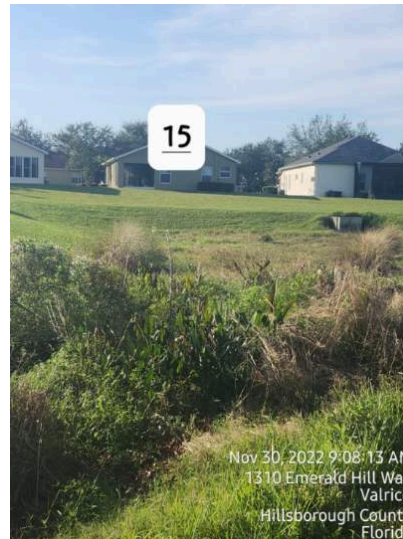


Diamond Hill Golf Club

Dover, Florida



No picture taken for pond #14



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WATERWAY CHART

Client: Diamond Hill CDD

Survey Date: November 2022

WATERWAYS:	TOTAL PERIMETER:	TOTAL ACREAGE:
15	11,126'	10.18
Pond 1	868	0.93
Pond 2	782	0.72
Pond 3	739	0.45
Pond 4	1,282	1.35
Pond 5	1,566	2.74
Pond 6	863	0.76
Pond 7	455	0.25
Pond 8	829	0.72
Pond 9	354	0.17
Pond 10	530	0.33
Pond 11	437	0.29
Pond 12	824	0.81
Pond 13	830	0.39
Pond 14	411	0.17
Pond 15	356	0.10

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REFERENCES

Southern Hills Plantation CDD	Chuck Adams	239-464-7114
Meadow Pointe IV CDD	Darryl Adams	813-933-5571
Highlands CDD	Jennifer Goldyn	813-533-2950
Copperstone CDD	Christina Newsome	813-533-2950
Heritage Lake - New Port Richey	Ray Geroux	727-376-0021
Villages of Bayport - Tampa	Jeannie Spencer	813-855-1051
Pebble Creek Village - New Tampa	Larry Savage	813-770-7342
Highland Lakes - Palm Harbor	Dan Kay	727-279-0201
Lansbrook Master Assoc.	Ed Anderson	727-943-7076
Feather Sound Country Club	Mike Strube	727-433-4552
Carillon Park - Clearwater	Thomas White	727-290-9276
Brighton Bay - St. Petersburg	Dee Dee Rodriguez	727-799-8982
Placido Bayou - St. Petersburg	Fran Stifel	727-525-1147
Ventura Bay - Riverview	Mary Fritzler	727-451-7900
Bexley CDD	Jennifer Goldyn	813-533-2950

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Proposal Date: 11/30/2022

ENVIRONMENTAL SERVICES AGREEMENT

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

Diamond Hill Community Development District
c/o Rizzetta and Company, Inc.
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578

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

- 1) AAS, Inc. agrees to manage fifteen (15) ponds with a total shoreline of approximately 11,126 linear feet located at Diamond Hill Community Development District in Dover, Florida.
- 2) A minimum of 16 inspections with treatment as required (at least once a month with one extra visit in each of the months: June, July, August and September).
- 3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Lakes:

Initial Treatment	N/A
Aquatic Weed and Algae Control	\$1,100.00
Shoreline Weed Control	Included
Management Reporting	Included

Payments shall be payable in equal and consecutive monthly installments of \$1,100.00. Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

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

- 4) This agreement is subject to the terms and conditions contained on pages 1-2 of this agreement.
- 5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.
- 6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).
- 7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. AAS, INC. is not responsible for such removal.

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lakes@advancedaquatic.com

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



Proposal Date: 11/30/2022

(Diamond Hill Community Development District, 2 of 2)

- 8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.
- 9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.
- 11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.
- 13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.
- 14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.
- 15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

Jack R. Anderson, President
For: *Advanced Aquatic Services, Inc.*

Authorized Customer's Signature Title

Date: _____

Print Name: _____ Date: _____

Contract Start Date: _____

Tab 2A

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Diamond Hill CDD hereafter called "customer"

Customer: Diamond Hill CDD
C/O: Rizzetta & Company
Contact: Mrs. Christina Newsome
Address: 9428 Camden Field Pkwy Riverview, FL 33578
Email: cnewsome@rizzetta.com
Phone: 813.533.2950

Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:

Fourteen (15) Waterways (10 acres) located at the Diamond Hill in Valrico, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued Monthly | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-construction Trash | Included |

Service shall consist of Twenty-Four (24) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 01/01/23 thru 12/31/23 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$1,060.00
Total Annual Maintenance Cost: \$12,720.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Accepted By

Date



President, Sitex Aquatics LLC.

11/28/2022

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.



DIAMOND HILL CDD
BRILLIANT CUT WAY
VALRICO, FL
14 PONDS

Vanguard Kids
Sydney Rd
Whisper Ln
Advanced DNA Labs
Diamond Hill Golf Club
Countryside Baptist Church
Brilliant Cut Way
Everything Gets Cleaned Mobile Detailing
Blue Stone Ct
A Same Day Appliance Repair
Copper Height Ct
Emerald Hill Way
K&E Repair Solutions
Maggie B's Cookies
Locksmith Masters
Valley Sunset Ln
Fountain Grass Dr
Valterra Vista Way
Venom Jeep
Fashionsuly
Facer View Way
The Drummer's Institute
Landside Dr
Heritage Dr
Sydney Rd
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Tab 2B



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992



MIRA LARGO WEST COMMUNITY DEVELOPMENT DISTRICT WATERWAY INSPECTION REPORT

WATERWAY INSPECTION:

INSPECTION DATE: 11/18/2022

PREPARED FOR:

DIAMOND HILL
COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:

TAD ROMAN, SENIOR ENVIRONMENTAL CONSULTANT

www.aquaticweedcontrol.net

troman@aquaticweedcontrol.net

6536 Pinecastle Blvd. Suite A, Orlando, FL. 32809

Locations in: Orlando, Clearwater/Tampa, Fort Myers and Daytona Beach

1-(800)-543-6694



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

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Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Waterway inspection Report / Page 3

SITE ASSESSMENTS

Pond 1

Comments: Look good water level low.



Pond 2

Comments: Looked good, water level low.





Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Waterway Inspection Report / Page 4

SITE ASSESSMENTS

Pond 3

Comments: Looked good, low water level.



Pond 4

Comments: Looked good, low water level.





Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Waterway Inspection Report / Page 5

SITE ASSESSMENTS

Pond 5

Comments: Look good water level low.



Pond 6

Comments: Yes, again look good with low water levels.





Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Waterway Inspection Report / Page 6

SITE ASSESSMENTS

Pond 7

Comments: Looked good.



Pond 8

Comments: 90% dried up.





Aquatic Weed Control, Inc.

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Waterway Inspection Report / Page 7

SITE ASSESSMENTS

Pond 9

Comments: Looked good



Pond 10

Comments: Minor grasses.





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Waterway Inspection Report / Page 8

SITE ASSESSMENTS

Pond 11

Comments: Minor grasses



Pond 12

Comments: Well established duck potato.





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Waterway Inspection Report / Page 9

SITE ASSESSMENTS

Pond 13

Comments: dried up



Pond 14

Comments: minor grasses





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Waterway Inspection Report / Page 10

SITE ASSESSMENTS

Pond 15

Comments: Minor shrubs and grasses.





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RECOMMENDATIONS / ACTION ITEMS

- Implementing a proactive strategy of treating the banks throughout Spring & early Summer with pre-emergent when the water levels are down.
- Target invasive vegetation in around the control structures. The end result of this strategy will help to contribute to the proper flow and drainage from the ponds.
- Monitor all waterways for invasive species and algae.

www.aquaticweedcontrol.net

troman@aquaticweedcontrol.net

6536 Pinecastle Blvd. Suite A, Orlando, FL. 32809

Locations in: Orlando, Clearwater/Tampa, Fort Myers and Daytona Beach

1-(800)-543-6694



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troman@aquaticweedcontrol.net

6536 Pinecastle Blvd. Suite A, Orlando, FL. 32809

Locations in: Orlando, Clearwater/Tampa, Fort Myers and Daytona Beach

1-(800)-543-6694



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

THIS AGREEMENT made the dates set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter "AWC", and

Diamond Hill CDD
c/o Rizzetta & Company
2700 S. Falkenburg Road, Suite 2745
Riverview, Florida 33578
Christina Newsome 813-533-2950 cnewsome@rizzetta.com

01/01/2023 – 12/31/2023

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

AWC agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

(15) Waterway(s) associated with Diamond Hill CDD

CUSTOMER agrees to pay AWC in the following amount and manner:

- Initial startup charge	\$ N / A
- Shoreline grass and brush control	\$ 750.00 (monthly)
- Submersed and floating vegetation control	\$ Included
- Periodic water testing as required by AWC	\$ Included
- Additional treatments as required by AWC	\$ Included
- A monthly report of all waterways treated	\$ Included

Total investment per treatment: **\$ 750.00**

Scheduled treatments will be provided approximately every 30 days

Invoices for this service will be mailed each month the treatment is scheduled. Invoices should be paid before the due date. Unpaid invoices will accrue interest at 1.5% per month.

AWC maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 3 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Tad Rizzetta

Aquatic Weed Control, Inc.

Customer's Signature Title

Print Signature Date

Print Company Name

P.O. Box 593258 • Orlando, FL 32859 • 407-859-2020 • 800-593-8694 • Aquaticweedcontrol.net



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Addendum to Water Management Agreement

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government- imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM

Ted Rouse

Aquatic Weed Control, Inc

Customer's Signature

Date

P.O. Box 593258 • Orlando, FL 32859 • 407-859-2020 • 800-593-6694 • Aquaticweedcontrol.net



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Diamond Hill CDD & Management

*THANK YOU FOR YOUR TIME AND YOUR
CONSIDERATION!*



Aquatic Weed Control, Inc

Tad Roman

407-402-3309

Troman@aquaticweedcontrol.net

Jason Marks

Operations manager

813-220-9069

Jmarks@aquaticweedcontrol.net

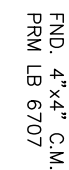
For more information on AWC please visit:

www.Aquaticweedcontrol.net

Tab 3

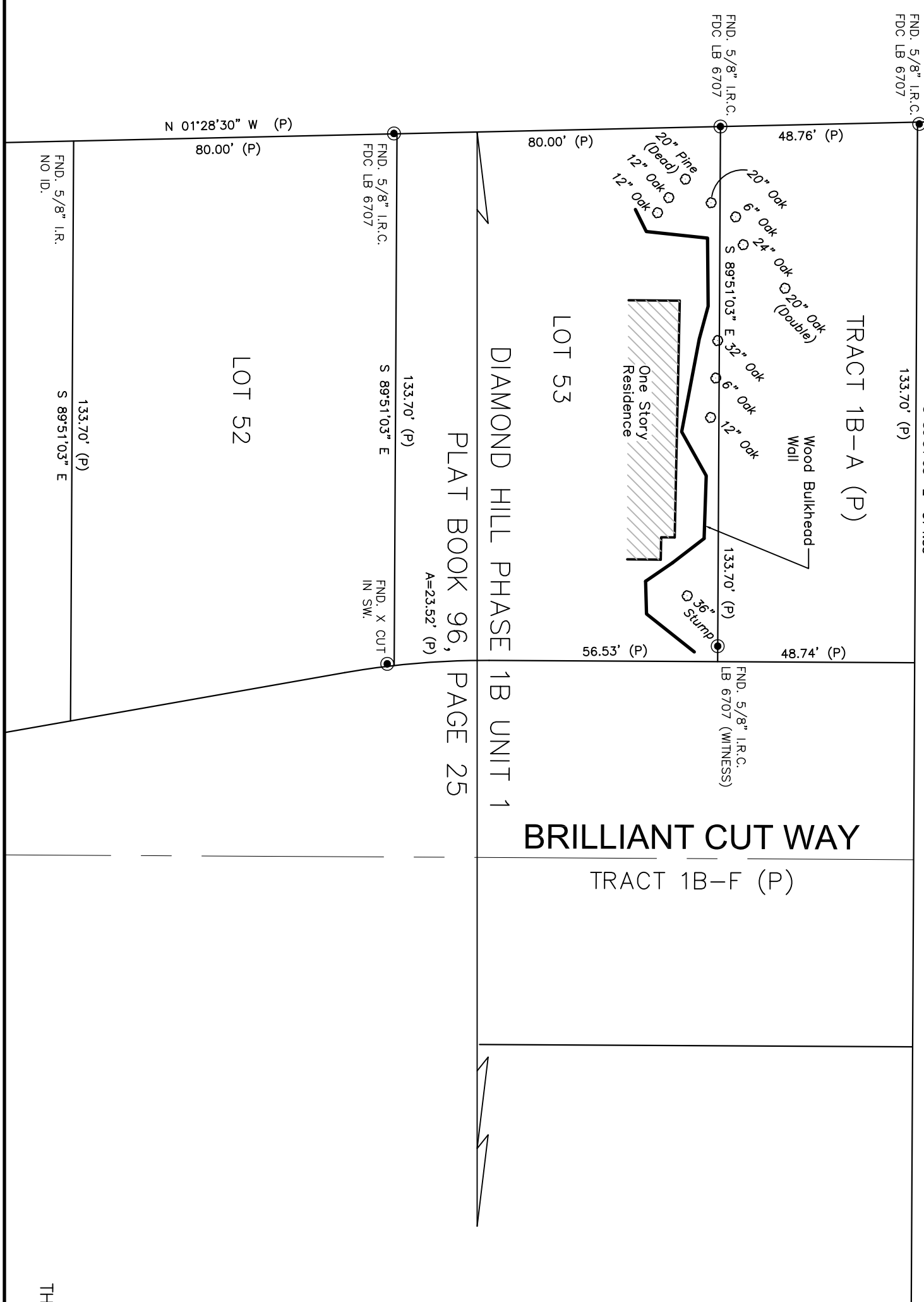
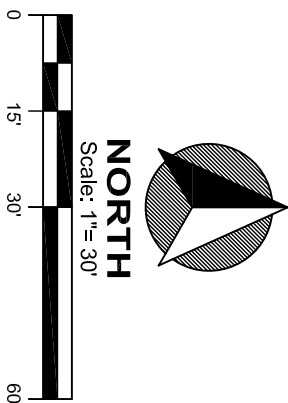
HILLSBOROUGH COUNTY, FLORIDA

SYDNEY ROAD



S 89°51'03" E 575.87'

TRACT 1B-E (P)



PARCEL 085449-2000
OWNER: TAMPA ELECTRIC CO.
O.R. 4824, PG. 1311

THIS IS NOT A BOUNDARY SURVEY

[illegible]

Tab 4



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 25, 2022

Diamond Hill Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Diamond Hill Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Diamond Hill Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Diamond Hill Community Development District
September 25, 2022
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Diamond Hill Community Development District
September 25, 2022
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Diamond Hill Community Development District
September 25, 2022
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Diamond Hill Community Development District's financial statements. Our report will be addressed to the Board of Diamond Hill Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Diamond Hill Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Kaitlyn Gallant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Diamond Hill Community Development District
September 25, 2022
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,100, unless the scope of the engagement is changed, the assistance which of Diamond Hill Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Diamond Hill Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Diamond Hill Community Development District, of Diamond Hill Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Diamond Hill Community Development District
September 25, 2022
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Diamond Hill Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Diamond Hill Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Diamond Hill Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Diamond Hill Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Diamond Hill Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Diamond Hill Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Diamond Hill Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Diamond Hill Community Development District
September 25, 2022
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email jbaggett@brap.com

**ADDENDUM TO ENGAGEMENT LETTER
DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT
DATED SEPTEMBER 25, 2022**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**RIZZETTA & COMPANY
3434 COLWELL AVE, SUITE 200
TAMPA, FL 33614
PHONE: 813-533-2950**

Auditor:  _

Title: Director

Date: September 25, 2022

**District: Diamond Hill Community
Development District**

By: _____

Title: _____

Date: _____

Tab 5

A photograph of the entrance to Diamond Hill CDD. The entrance features a large, arched sign with the name "DIAMOND HILL" and a diamond-shaped logo. The sign is flanked by two stone pillars. In the background, there are trees and a building. The foreground shows a paved road and a yellow curb.

Diamond Hill CDD 12/5/22, 2:55 PM

Josh Oliva

Monday, December 5, 2022

Prepared For Rizzetta

10 Observations Identified



Common Areas

Property Manager

Common areas are being maintained and areas that butt up to conservation areas are being cut back



Pond Mowing

Property Manager

Pond mowing services are being done bi weekly per contract



Pond Banks

YL Crew

Continue to ensure buffer zones are no more than 3 feet wide and 10" tall.



Mowing Services

Property Manager

Mowing services are being completed.



Moss, Debris Removal

Property Manager

Moss and debris removal has been done from recent storm in late November



Conservation Cut Backs

YL Crew

Continue cutting back all conservation areas gaining CDD ground back from saturated areas during rainy season.



Trimming Services

Property Manager

Trimming services are being done regularly



Weeds

Property Manager

All weeds need to be treated regularly. Did not notice any weedy areas that are far out of bounds but there were a few areas that have been overlooked. Map provided to crew and crew is expected to regularly address any bed weeds. Hand pull or spray

Mulch

Property Manager

Community will be receiving pine bark mulch in the second week of December.

Turf/shrub Fertilization - November

Property Manager

All shrubs and turf received fertilization app the last week of November. Pre emergent/ post emergent applied with all shrub fertilizers to help suppress any winter weeds that may try to germinate.

Josh Oliva

Yellowstone

Tab 5A

Yellowstone Landscape (Tampa)



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

Property

Diamond Hill CDD
1627 Emerald Hill Way
Valrico, FL 33594

Contact

Taylor Nielson
tnielson@rizzetta.com

Inspection

Date:
Inspector:

11/18/2022
D Pellecchia

Estimate Summary

Total: \$521.42
(plus applicable taxes)

Service Summary

Service	Quantity	Cost
Repair Main Line	1	\$521.42
Total (plus applicable taxes):		\$521.42

Signature

Date

Service Detail

General			
Asset	Service	Notes	Total
Main Line 1	<u>Repair</u>	Line Length (ft.): 0 Line Size: 2" Mainline break on Vickers Street will cap off	\$521.42



Tab 6

MINUTES OF MEETING

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

**DIAMOND HILL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Diamond Hill Community Development District was 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 FL, 33578. The following is the agenda for this meeting:

Present and constituting a quorum:

Ferdinand Ramos	Board Supervisor, Chairman
James Oliver	Board Supervisor, Vice Chairman
Linda Dunn	Board Supervisor, Assistant Secretary
Ed Craig	Board Supervisor, Assistant Secretary
Douglas Taggerty	Board Supervisor, Assistant Secretary

Also present were:

Christina Newsome	District Manager, Rizzetta & Co., Inc.
Josh Olivia	Yellowstone Landscaping
John Vericker	Straley Robin Vericker (via Phone)
Kayla Connell	District Financial Services; Rizzetta & Co., Inc.
Rhonda Mossing	Representative; MBS Capital Markets., LLC

Audience	Not present.
----------	---------------------

FIRST ORDER OF BUSINESS

Call to Order

Ms. Newsome called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

No audience comments.

THIRD ORDER OF BUSINESS

**Consideration of MBS Series
2013 Bonds Refunding**

45 After the Board accepted the engagement letter, Mrs. Mossing presented
46 the refunding timeline presentation.
47

On a Motion by Mr. Oliver, seconded by Mr. Ramos, with all in favor, the Board of Supervisors accepted the letter of engagement from MBS Capital for Series 2013 Bond Refunding, for the Diamond Hill Community Development District.

48
49 **FOURTH ORDER OF BUSINESS**

**Consideration of Campus Suite
Addendum**

On a Motion by Mr. Oliver, seconded by Mr. Ramos, with all in favor, the Board of Supervisors accepted the Campus Suite Addendum, for the Diamond Hill Community Development District.

52
53 **FIFTH ORDER OF BUSINESS**

Staff Reports

54
55 **A. Aquatic Maintenance Report**

56
57 No solitude representative present. Due to hurricane Ian, some offices
58 flooded, and a waterway inspection report was not completed for the district.
59

60 **B. Landscape & Irrigation Maintenance Report**

61 **1. Consideration of Pine Tree Removal Proposal**

62
63 The Crape Myrtle installment is scheduled for October 18, 2022.
64

On a Motion by Mr. Taggerty, seconded by Mr. Oliver, with all in favor, the Board agreed to revise the tree removal proposal to include both 1624 Brilliant Cut Way as well as limb removal at 1002 Emerald Hill Way, not to exceed \$5000 and to authorize the Chair to sign outside of the meeting, for the Diamond Hill Community Development District.

65
66 **C. District Counsel**

67
68 John Vericker was present via phone. Mr. Vericker will prepare a demand
69 letter to American Homes 4 Rent to cover costs of the dead pine tree
70 removal at 1624 Brilliant Cut Way.
71

72 **D. District Engineer Update**

73
74 No report from District Engineer.

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT
October 10, 2022– Minutes of Meeting
Page 3

On a Motion by Mr. Craig, seconded by Ms. Dunn, with all in favor, the Board agreed to allow the District Engineer to perform a single lot line survey to designate CDD property from resident property on 1624 Brilliant Cut Way, for the Diamond Hill Community Development District.

E. District Manager Update

Next meeting will be December 12, 2022, at 2:00 p.m.

1. Review of District Manager Report

Ms. Newsome presented the district manager report to the Board. The Board decided to take no action to replace the removed trees at the Southeast corner of pond 1 as the trees were placed there by the builders and not the CDD.

SIXTH ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors Meeting held on August 8, 2022

The Board would like to make changes to line 77 and line 68. Line 77- the amount should be \$797. Line 68 should read "cameras that are viewed at the clubhouse."

On a Motion by Mr. Ramos, seconded by Mr. Oliver, with all in favor, the Board of Supervisors accepted the minutes of the Board of Supervisors meeting held on August 8, 2022., as amended, for the Diamond Hill Community Development District.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

Doug Taggerty requested that the monument times be reset on Emerald Hill, Ms. Newsome will contact an electrician. Ferdinand Ramos would like to request a quote from the District Engineer for the runoff.

EIGHTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Ramos, seconded by Mr. Taggerty, with all in favor, the Board of Supervisors adjourned the meeting at 3:17 p.m., for the Diamond Hill Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 7

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (904) 436-6270

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

Operation and Maintenance Expenditures

July 2022

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$19,383.87**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Diamond Hill Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Innersync Studio, Ltd	3330	20478	Quarterly Website Services 07/22	\$ 384.38
Johnson, Mirmiran & Thompson Inc	3328	36-192977	Engineering Services 05/22	\$ 1,604.20
Johnson, Mirmiran & Thompson Inc	3332	37-194616	Engineering Services 07/22	\$ 881.00
Rizzetta & Company, Inc.	3331	INV0000068739	District Management Fees 06/22	\$ 3,930.50
Rizzetta & Company, Inc.	3329	INV0000069376	District Management Fees 07/22	\$ 4,630.50
Solitude Lake Management LLC	3333	PI-A00851085	Lake and Pond Services 07/22	\$ 771.47
TECO	2022072222-1	211010801895 3/11	12929 Sydney Road #A 06/22	\$ 69.89
U.S. Bank	3334	6501261	Trustee Fees Series 2013 04/01/22- 03/31/23	\$ 3,555.75
Yellowstone Landscape, Inc.	3335	TM 390414	Landscape Maintenance 07/22	\$ <u>3,556.18</u>
Report Total				\$ <u>19,383.87</u>

Tab 7A

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (904) 436-6270

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

Operation and Maintenance Expenditures August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,930.50**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Diamond Hill Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Douglas Taggerty	100001	DT080822	Board of Supervisors Meeting 08/08/22	\$ 200.00
Ferdinand Ramos	100002	FR080822	Board of Supervisors Meeting 08/08/22	\$ 200.00
James A. Oliver	100003	JO080822	Board of Supervisors Meeting 08/08/22	\$ 200.00
Linda L. Dunn	100004	LD080822	Board of Supervisors Meeting 08/08/22	<u>\$ 200.00</u>
Rizzetta & Company, Inc.	100000	INV0000070195	District Management Fees 08/22	\$ 3,930.50
Thurman E Craig Jr	100005	EC080822	Board of Supervisors Meeting 08/08/22	\$ 200.00
Report Total				<u>\$ 4,930.50</u>