

Shell Point Community Development District

September 10, 2026

Revised Agenda Package

**Meeting to be held at:
The Shell Point Clubhouse
1155 7th Ave NW., Ruskin, FL 33570**

TEAMS MEETING INFORMATION

MEETING ID: 230 158 184 243 7 PASSCODE: jv3LY7ZQ

[Join the meeting now](#)

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33706

CLEAR PARTNERSHIPS



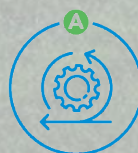
COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Shell Point Community Development District

Board of Supervisors

Brittany Schwartzbauer, Chairperson
Vincent Orlando, Vice Chairperson
Cheryl Hammond, Assistant Secretary
Angela Davis, Assistant Secretary
Elaine Pennington, Assistant Secretary

District Staff

Kristee Cole, District Manager
Vivek Babbar, District Counsel
Phil Chang, District Engineer
Ruben Nesbitt, District Accountant
Diana Kapatsyna, District Admin

Revised Regular Meeting Agenda

Tuesday, September 10, 2026, at 6:00 p.m.

The Regular Meeting of the **Shell Point Community Development District** will be held on **September 10, 2026, at 6:00 p.m. at the Shell Point Clubhouse, 1155 7th Ave NW. Ruskin, FL, 33570.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Meeting ID: 230 158 184 243 7

Passcode: jV3LY7ZQ

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

3. STAFF REPORTS

A. District Account

i. Review of Financial Snapshot.....Page 4

B. Landscape Report.....Page 5

C. Aquatic Inspection Report

D. District Counsel

E. District Engineer

F. District Manager Report

4. BUSINESS ADMINISTRATION

A. Consideration of Workshop Minutes for July 28, 2026.....Page 10

B. Consideration of Regular Meeting Minutes for August 11, 2026.....Page 11

C. Consideration of Operation and Maintenance for August 2026.....Page 15

5. BUSINESS ITEM

A. Consideration of Resolution 2026-12; Designating Admin Offices of the District.....Page 50

B. Consideration of Resolution 2026-13; Designating a Registered Agent & Registered Office....Page 52

C. Consideration of Resolution 2026-14; Appointing a District Manager.....Page 53

D. Consideration of Resolution 2026-15; Designating Officers of the District.....Page 55

E. Consideration of Resolution 2026-16; Designating Admin Offices of the District.....Page 56

F. Discussion of Pool Vendor

G. Ratification of Amenity Management Contract.....Page 58

H. Ratification of District Management Contract.....Page 84

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. AUDIENCE COMMENTS

8. ADJOURNMENT

SHELL POINT COMMUNITY DEVELOPMENT DISTRICT

Financial Snapshot August 31, 2026

- **Current Cash Balances:**
 - Valley Bank Operating: \$427,435.59
 - US Bank 2019 Revenue: \$836,367.75
 - US Bank 2019 Reserve: \$475,425.00
- **Assessment collections:**
 - We are 100% collected on the tax roll.
- **Audit – FY 2025:**
 - The FY 2025 audit was completed on May 11, 2026.
- **Expenses:**
 - Current expenses make up 73% of the annual budget through the end of July 2026.
 - Total expenses for the first 10 months are approximately \$628,150. This figure may change as we finalize August financials. This puts your average monthly burn rate of approximately \$62,815 per month.



LAKE TREATMENT REPORT

Crosscreek Environmental service summary and site documentation

Customer & Service Details

Customer: Shell Point CDD
Date: 2026-08-24
Technician: EarlyY
Job: 697 - Shell Point CDD - Lake Maintenance - 1x month
Time: 09:00

Lakes & Treatments

Lake	Algae	Submersed Weeds	Grasses & Brush	Floating Weeds	Bacteria	Pond Dye	Trash Pickup	Inspection	Water Level	Erosion
1	X	X	X	X			X	X	Low	
2	X	X	X	X			X	X	Low	
3	X	X	X	X			X	X	Low	
4	X	X	X	X			X	X	Low	
5	X	X	X	X			X	X	Low	
6	X	X	X	X			X	X	Low	
7	X	X	X	X			X	X	Low	
8	X	X	X	X			X	X	Low	

Additional Comments

Good day Shell Point CDD, my name is Earl Yhan from cross creek environment. Today is your monthly lakes maintenance treatment. After inspection of each lake. Top concerns are filamentous algae, planktonic algae, torpedo grasses, submerged weeds, cattail and alligator weeds. Today all was treated and taken care of. Also trash around lakes and drainage was checked for clogging and debris. Please give treatment a couple days to see best results. If you have any questions please give us a call at cross creek environment. Thanks have a good day.

Project Photos

Photo 1



Photo 2



Project Photos

Photo 3



Photo 4



Project Photos

Photo 5



Photo 6



Project Photos

Photo 7



Photo 8



**MINUTES OF MEETING
SHELL POINT
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Shell Point Community Development District was held on Tuesday, July 28, 2026, at 6:00 p.m. at the Shell Point Clubhouse, located at 1155 7th Avenue NW, Ruskin, Florida 33570.

Present and constituting a quorum were:

Brittany Schwartzbauer	Chairperson
Angela Davis	Assistant Secretary
Cheryl Hammond	Assistant Secretary

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

The meeting was called to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Discussion Items

- Discussion of Onsite Staff
Discussing ensued.
- Discussion on Weekend Monitors
Discussion ensued.
- Discussion on Pool Rules in Question
Discussion ensued.
- Discussion on Possible New Management Company
Discussion ensued.
- Discussion on Alligators
Discussion ensued.
- Discussion on November Elections
Discussion ensued.

THIRD ORDER OF BUSINESS

**Audience Board of Supervisors' Requests
and Comments**

There were no audience comments.

FOURTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned at 8:28 p.m.

Brittany Schwartzbauer

**MINUTES OF MEETING
SHELL POINT
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Shell Point Community Development District was held on Tuesday, August 11, 2026, at 6:00 p.m. at the Shell Point Clubhouse, located at 1155 7th Avenue NW, Ruskin, Florida 33570.

Present and constituting a quorum were:

Brittany Schwartzbauer	Chairperson
Vincent Orlando	Vice Chairperson
Angela Davis	Assistant Secretary
Cheryl Hammond	Assistant Secretary
Elaine Pennington	Assistant Secretary

Also present either in person or via TEAMS Video Communications, were:

Kristee Cole	District Manager, Inframark
Terry McLane	Representative, Pine Lake
CJ Greene	Representative, Cross Creek
Alba Sanchez	District Manager, Inframark

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

The meeting was called to order, and a quorum was established.

On MOTION by Ms. Hammond, second by Ms. Schwartzbauer, the Board approved the agenda. 5-0

SECOND ORDER OF BUSINESS

Public Comments

There were no audience comments.

THIRD ORDER OF BUSINESS

Special Business Item

A. Public Hearing on the Fiscal Year 2026-2027 Final Budget and Levying the O&M Assessment

On MOTION by Ms. Hammond, second by Ms. Schwartzbauer, the Board approved the open Public Hearing. 5-0
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On MOTION by Ms. Schwartzbauer, second by Ms. Hammond, the Board approved the close Public Hearing. 5-0

i. Consideration of Resolution 2026-08; Adopting Final Budget for FY 2027

On MOTION by Ms. Hammond, second by Ms. Schwartzbauer, with
opposed by Mr. Orlando, the Board adopted Resolution 2026-08;
Adopting Final Budget for FY 2027. 4-1

ii. Consideration of Resolution 2026-09; Levying O&M Assessments

On MOTION by Mr. Orlando, second by Ms. Schwartzbauer, the
Board adopted Resolution 2026-09; Levying O&M Assessments. 5-0

B. Consideration of Resolution 2026-10; Goals and Objectives

On MOTION by Ms. Hammond, second by Ms. Schwartzbauer, the
Board adopted Resolution 2026-10; Goals and Objectives. 5-0

C. Consideration of Resolution 2026-11; Setting FY 2027 Annual Meeting Schedule

The Board discussed the meeting scheduled to hold meetings on the third Thursday of
each month, with the November 2026 meeting to be held on the second Thursday due to
Thanksgiving and the December meeting to be held on the second Thursday.

On MOTION by Ms. Hammond, second by Ms. Pennington, the Board
approved the Resolution 2026-11; Setting FY 2027 Annual Meeting
Schedule as amended. 5-0

D. Discussion regarding Suspension

Mr. Thomas apologized for his renter's behavior.

On MOTION by Ms. Hammond, second by Ms. Schwartzbauer, the
Board approved to suspend the fobs until the new renters move in. 5-0

FOURTH ORDER OF BUSINESS

Staff Reports

A. Accountant

Ms. Cole presented the documents. There were no questions from the Board.

1. Review of Financial Snapshot for August 2026

Ms. Cole reviewed the item with the Board. There were no questions from the Board.

B. Landscape

Mr. McLane from PineLake, provided an update on the landscaping.

C. Aquatics

Spraying along the ponds was discussed, including torpedo grass, hydrilla, and spike brush. The Board also discussed adding Cross Creek to the agenda and reviewed a proposal of approximately \$96,000 for shoreline plantings around 1,480 feet of the large pond.

D. District Counsel

No report.

E. District Engineer

No report.

F. District Manager Report

Ms. Cole presented the District Manager's Report to the Board. Ms. Cole informed the Board Inframark has chosen to separate from the community.

On MOTION by Ms. Hammond, second by Ms. Schwartzbauer, opposed by Ms. Pennington and Orlando, the Board approved the Rizzetta's proposal for onsite management and district management, with onsite management effective immediately. 4-1

The Board directed the Chair to work with Rizzetta to interview the new Onsite Manager and once an Onsite Manager was chosen, the Board would receive that person's resume.

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Consideration of Regular Meeting Minutes for July 14, 2026

B. Consideration of Operation and Maintenance for July 2026.

On MOTION by Ms. Davis, second by Ms. Schwartzbauer, with all in favor, the Consent Agenda was accepted as presented. 5-0

SIXTH ORDER OF BUSINESS

Business Items

A. Consideration of Women Bathroom Door Repair Proposal

On MOTION by Ms. Hammond, second by Ms. Schwartzbauer, with all in favor, the Women Bathroom Door Repair Proposal was accepted as presented. 5-0

B. Consideration of Egis Insurance Proposal

On MOTION by Ms. Schwartzbauer, second by Ms. Hammond, with all in favor, the Egis Insurance Proposal was accepted as presented.

SEVENTH ORDER OF BUSINESS

Board of Supervisors' Requests and Comments

The Board amended the 2026–2027 meeting schedule to hold the meetings on the first Thursday of each month.

On MOTION by Ms. Schwartzbauer, second by Ms. Hammond, with all in favor, the Resolution 2026-11; Setting FY 2027 Annual Meeting Schedule was accepted as amended.

EIGHTH ORDER OF BUSINESS

Audience Comments

Questions were raised regarding Neptune's absence from the meeting, the return of the deposit upon the key being returned to the Chair, and the maintenance of street trees.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Orlando seconded Ms. Pennington by with all in favor, the meeting was adjourned at 7:27 p.m. 5-0

Kristee Cole
District Manager

Brittany Schwartzbauer
Chairperson

SHELL POINT CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Vendor Total	Comments/Description
Utilities						
BOCC ACH	8/3/2026	080326-9190	\$364.52			WATER
Utilities Subtotal			\$364.52			
Regular Services						
ACTION SECURITY, INC	8/1/2026	50262	\$175.00			security
ALVAREZ PLUMBING COMPANY	7/31/2026	88238	\$375.84			RESTROOM REPAIRS
BL POOLS dba AQUASENTRY	8/1/2026	S37XKJ5-15	\$1,995.00			pool
BL POOLS dba AQUASENTRY	8/3/2026	H11439	\$125.00			pool
BUSINESS OBSERVER	8/21/2026	26-03046H	\$56.88			legal
CHARTER COMMUNICATIONS	8/9/2026	2459430080926-ACH	\$219.24			INTERNET
DOORKING INC.	8/12/2026	2826867	\$39.95			doorking
EGIS INSURANCE	7/24/2026	33307	\$163.00			workers comp
ELAINE PENNINGTON	7/30/2026	EP-03162026	\$200.00			SUPERVISOR FEE 9/10/24
INFRAMARK LLC	7/31/2026	1169455	\$350.00			MANAGEMENT FEE
INFRAMARK LLC	8/19/2026	187236	\$49.95			MANAGEMENT FEE
INFRAMARK LLC	8/19/2026	187236	\$3.12	\$53.07		MANAGEMENT FEE
JAN PRO OF TAMPA	8/19/2026	246280	\$471.42			janitorial
PINE LAKE SERVICES LLC	8/1/2026	10697	\$13,266.67			pine lake
STRALEY ROBIN VERICKER	8/14/2026	28886	\$437.50			legal
TECO ACH	8/5/2026	080526-6112	\$8,359.64			ELECTRIC
WESTON GEE	7/14/2026	071426	\$300.00			fhp
Regular Services Subtotal			\$26,588.21			
TOTAL						
			\$26,952.73			



Hillsborough
County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
SHELL POINT CDD	0909989190	08/03/2026	08/24/2026

Service Address: 1155 7TH AVE NW

S-Page 1 of 1

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
703173032	06/29/2026	452392	08/03/2026	470396	18004 GAL	ACTUAL	WATER

Service Address Charges

Customer Service Charge	\$6.54
Purchase Water Pass-Thru	\$54.37
Water Base Charge	\$41.42
Water Usage Charge	\$25.59
Sewer Base Charge	\$109.31
Sewer Usage Charge	\$127.29

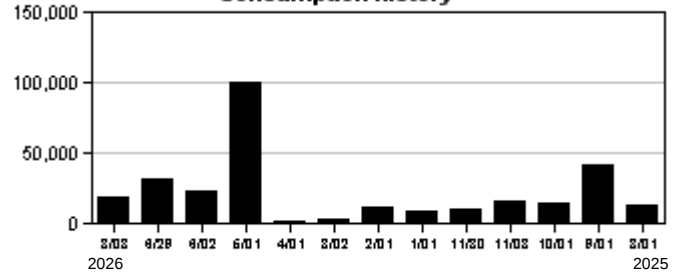
Summary of Account Charges

Previous Balance	\$543.02
Net Payments - Thank You	\$-543.02
Total Account Charges	\$364.52
AMOUNT DUE	\$364.52

Notice

*DO NOT PAY * YOU ARE ENROLLED IN OUR AUTO PAY PROGRAM. THE TOTAL AMOUNT OF THIS BILL WILL BE DEDUCTED FROM YOUR BANK ACCOUNT ON THE DUE DATE PRESENTED ON THE BILL. IF YOU HAVE A DISPUTE, PLEASE CALL (813) 307-1000 PRIOR TO THAT DATE.

Consumption History



Hillsborough
County Florida

Make checks payable to: **BOCC**

ACCOUNT NUMBER: 0909989190



ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 307-1000

Internet Payments: HCFL.gov/WaterBill

Additional Information: HCFL.gov/Water



THANK YOU!



SHELL POINT CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-6008

1,021 0

DUE DATE

08/24/2026

**Auto Pay Scheduled
DO NOT PAY**



0009099891906 00000364521

ACTION SECURITY
1505 Manor Rd
Englewood, FL 34223
sales@actionsecurityfl.com

Invoice



BILL TO

Shell Pointe CDD
c/o Inframark / Meritus Corp
2005 Pan Am Circle, Suite 300
Tampa , FL 33607

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
50262	08/01/2026	\$175.00	08/01/2026	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Service Plan Service plan (monthly) includes: • 24 HOUR RAPID RESPONSE SERVICE • DISCOUNTED SERVICE RATES • DATABASE MGT.	1	175.00	175.00

FL Contractor ES12001404

BALANCE DUE

\$175.00

Thank you, we appreciate your business!



1623 S. 51st Street
Tampa, FL 33619-5327

(813) 655-7520
Plumbing #CFC019219
Air Conditioning #CAC1822951

BILL TO

Shellpoint CDD C/O Inframark
2005 Pan Am Circle Ste 300
Tampa, FL 33607 USA

Customer PO

Payment Term COD

Due Date 7/31/2026

JOB ADDRESS

Club House/ Pool House
1155 7th Avenue Northwest
Ruskin, FL 33570 USA

INVOICE #

88238

INVOICE DATE

7/31/2026

DESCRIPTION OF WORK

07/31/2026 - Upon arrival, Alvarez Plumbing & Air Conditioning inspected the men's and ladies' bathroom stalls and identified a leak originating from the Sloan tailpiece in the toilet fixtures of the ADA-compliant stalls. While no clogs were found, the leaks necessitate prompt attention to avert further complications or water damage.

To address this issue, it is recommended to replace the spud coupling flange and vacuum breaker on the identified fixtures in both restrooms. This repair will ensure the toilets function without leaks, thus supporting the efficient operation of the facilities.

AR0803

POTENTIAL SAVINGS \$0.00

TOTAL DUE \$375.84

PAYMENT \$0.00

BALANCE DUE \$375.84

FINANCING AVAILABLE:

Ask us about our easy application and fast funding solutions

CUSTOMER AUTHORIZATION

By signing, I authorize Alvarez Plumbing & Air Conditioning to perform the services described and agree to the attached Terms & Conditions, which are incorporated into this invoice.

Sign here 

Date 7/31/2026

CUSTOMER ACKNOWLEDGEMENT

By signing, I acknowledge that all work has been completed in a satisfactory and workmanlike manner, accept the services and charges in full, and confirm that I have read and agree to the attached Terms & Conditions.



13194 U.S. 301
154
Riverview, FL 33578
(813) 943-2755

Date: 08/01/2026
Due: 08/31/2026
Invoice #: S37XKJ5-15
Customer: Shell Point CDD
Bill To: Shell Point
1155 7th Ave NW
Ruskin Fla 33570
Ship To: 1155 7th Ave NW
Ruskin Fla 33570

Item	Qty	Credit Card	Cash or Check
Commercial Account Cleaning & Maintenance Full Service Weekly Cleaning and Maintenance of Community Pool	1	2,064.82	1,995.00

Total	\$2,064.82	\$1,995.00
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13194 U.S. 301
154
Riverview, FL 33578
(813) 943-2755

Date: 08/03/2026
Due: 09/02/2026
Invoice #: H11439
Customer: Shell Point CDD
Bill To: Shell Point
1155 7th Ave NW
Ruskin Fla 33570
Ship To: 1155 7th Ave NW
Ruskin Fla 33570

Item	Qty	Credit Card	Cash or Check
Extra Visit:Extra Visit Extra visit for the month daily charge.	1	129.37	125.00

Total	\$129.37	\$125.00
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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 26-03046H

Date 08/21/2026

Attn:
Shell Point CDD - Inframark
2005 PAN AM CIRCLE SUITE 120
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 26-03046H

\$56.88

Notice of Date Change for the Regular Meeting

RE: Shell Point CDD Rescheduled Board of Supervisors Meeting on 9/10/26
at 6:00 PM

Published: 8/21/2026

Important Message

Please include our Serial # on your check
Pay by credit card online:
<https://legals.businessobserverfl.com/send-payment/>

Paid

()

Total

\$56.88

Payment is due within 30 days of the
1st publication date of your notice. if
payment is not made, affidavits may be held

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Notice of Date Change for the Regular Meeting Shell Point Community Development District

A regular meeting of the Board of Supervisors of the Shell Point Community Development District previously scheduled for September 8, 2026, at 6:00 p.m., has been rescheduled to **September 10, 2026, at 6:00 p.m. at the Shell Point Clubhouse located at 1155 7th Ave NW Ruskin, FL 33570.**

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that interested persons can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

If any person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made, at his or her own expense, and which record includes the testimony and evidence on which the appeal is based

Kristee Cole, District Manager
August 21, 2026

26-03046H

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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August 9, 2026
Invoice Number: 2459430080926
Account Number: 8337 12 028 2459430
Security Code: 1043
Service At: 1155 7TH AVE NW
RUSKIN FL 33570-3518

Auto Pay Notice

Contact Us

Visit us at SpectrumBusiness.net
Or, call us at 855-252-0675

Summary

Service from 08/09/26 through 09/08/26
details on following pages

Previous Balance	219.24
Payments Received -Thank You!	-219.24
Remaining Balance	\$0.00
Spectrum Business™ Internet	170.00
Spectrum Business™ Voice	35.00
Other Charges	5.00
Taxes, Fees and Charges	9.24
Current Charges	\$219.24
YOUR AUTO PAY WILL BE PROCESSED 08/26/26	
Total Due by Auto Pay	\$219.24

NEWS AND INFORMATION

Stay connected to your business on the go with Spectrum Mobile for \$30/mo. Plus, get a free mobile line by calling 1-877-401-6420.

Telecommunications Relay Service (TRS)

The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services. (TRS) TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities.

For more information about the various types of TRS, see the FCC's consumer fact sheet at <https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs>. Please dial 711 to be connected to a TRS Center.

Thank you for choosing Spectrum Business.

We appreciate your prompt payment and value you as a customer.

Auto Pay - Thank you for signing up for Auto Pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8633 2390 DY RP 09 08102026 NNNNNNNN 01 000722 0003

SHELL POINT CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-6008



August 9, 2026

SHELL POINT CDD

Invoice Number: 2459430080926
Account Number: 8337 12 028 2459430
Service At: 1155 7TH AVE NW
RUSKIN FL 33570-3518

Total Due by Auto Pay**\$219.24**

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186



833712028245943000219246



Invoice Number: SHELL POINT CDD
2459430080926
Account Number: 8337 12 028 2459430
Security Code: 1043

Contact Us

Visit us at SpectrumBusiness.net
Or, call us at 855-252-0675

8633 2390 DY RP 09 08102026 NNNNNNNN 01 000722 0003

Charge Details

Previous Balance	219.24
EFT Payment 07/26	-219.24
Remaining Balance	\$0.00

Payments received after 08/09/26 will appear on your next bill.

Service from 08/09/26 through 09/08/26

Spectrum Business™ Internet

Spectrum Business Internet Ultra	200.00
Promotional Discount	-60.00
Advanced WiFi	10.00
Static IP 1	20.00
Security Suite	0.00
Spectrum WiFi	0.00
Domain Name	0.00
Vanity Email	0.00
	\$170.00

Spectrum Business™ Internet Total **\$170.00**

Spectrum Business™ Voice

Phone number (813) 938-1096	
Spectrum Business Voice	50.00
Promotional Discount	-15.00
	\$35.00

For additional call details,
please visit SpectrumBusiness.net

Spectrum Business™ Voice Total **\$35.00**

Other Charges

Payment Processing	10.00
Auto Pay Discount	-10.00

Other Charges Continued

Paper Bill Statement Charge	5.00
Other Charges Total	\$5.00

Taxes, Fees and Charges

Regulatory Cost Recovery Fee	0.97
State and Local Sales Tax	0.42
Federal Universal Service Fund	2.72
State TRS Surcharge	0.08
E911 Fee	0.40
Communications Services Tax	4.65
Taxes, Fees and Charges Total	\$9.24

Current Charges **\$219.24**

Total Due by Auto Pay **\$219.24**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Continued on the next page....

Local Spectrum Store: 12970 S US Hwy 301, Suite 105, Riverview FL 33579 Store Hours: Mon thru Sat - 10:00am to 8:00pm; Sun - 12:00pm to 7:00pm

Local Spectrum Store: 872 Brandon Town Center Mall, Brandon FL 33511 Store Hours: Mon thru Sat - 10:00am to 8:00pm and Sun - 12:00pm to 5:00pm



For questions or concerns, please call 1-866-519-1263.



[Back](#)

1. Print this invoice.
2. Attach your check.
3. Mail to:

DoorKing Inc.
IM Server Payments
120 S. Glasgow Avenue
Inglewood, CA 90301
(800) 826-7493

DKS Cellular Subscription

INVOICE

INVOICE #

2826867

INVOICE DATE

August 12, 2026

SUBSCRIBER

Shell Point
CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

User ID: **ShellPointCDD**

Period Starts: July 12, 2026
Period Ends: August 11, 2026

Previous Balance: \$39.95 **Note: All \$ amounts are in US Dollars.**

Payment Received: (\$39.95)

New Charges: \$39.95

Total Amount Due: \$39.95 USD Due upon receipt

Payments

Date	Details	Amount
7/20/2026	Credit: One-Time Charge	(\$39.95)

Cell Systems

From	To	Name	Phone	MC	Min	Transfer	Amount
7/12/2026	8/11/2026	Shell Point CDD	813 947 3641	9999	4	2	\$39.95

Summary

Total Amount Due

This amount is due upon receipt

\$39.95 USD



- Video access control
- Cloud-based management
- Join the DKS Community (free download)!

Upgrade
to the new
DKS
evolve





INVOICE

Customer	Shell Point Community Development District
Acct #	921
Date	07/24/2026
Customer Service	Christina Wood
Page	1 of 1

Shell Point Community Development District
c/o Inframark
313 Campus St.
Celebration, FL 34747

Payment Information	
Invoice Summary	\$ 163.00
Payment Amount	
Payment for:	Invoice#33307
WC100125413	

Thank You

Please detach and return with payment



Customer: Shell Point Community Development District

Invoice	Effective	Transaction	Description	Amount
33307	07/23/2026	New business	Policy #WC100125413 07/23/2026-10/01/2026 FIA WC Workers Compensation - New business TRIA & EC - New business Due Date: 7/24/2026	2.64 160.36

Please Remit Payment To:
Egis Insurance and Risk Advisors
P.O. Box 748555

Total

\$ 163.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
TO PAY VIA ACH: Accretive Global Insurance Services LLC
Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors

(321)233-9939

Date

P.O. Box 748555
Atlanta, GA 30374-8555

accounting@egisadvisors.com

07/24/2026



To whom it may concern,

Please see below for banking information for payment to Egis Insurance:

Account name: Accretive Global Insurance Services LLC

Account address: 150 E Palmetto Park Rd., STE 705
Boca Raton, FL 33432

The ACH information you will need is:

Bank of America
1401 Elm Street 2nd Floor
Dallas, TX 75202
Routing number ACH/EFT 121000358
Account number: 1291776914

If you are sending funds via Wire, the instructions are:

Bank of America
222 Broadway
New York, NY 10038
Routing number DOM. Wires: 026009593
Account number: 1291776914
Swift Code: BOFAU

DocuSigned by:

932F9662559C45E...
Stephanie Climer
Controller

CHECK REQUEST FORM

Date:	7/30/2026
Invoice Number:	EP-03162026
District / Municipality Name:	Shell Pointe CDD
Please cut check from Acct. #:	5605
Please issue a check to:	Elaine Pennington 450 Olive Conch St Ruskin, FL 33570
Vendor No.:	V00082
Check amount:	\$200.00
Please code to:	229000-2000-001
Check Description/Reason:	Stale check replacement 3/16/26
Mailing instructions:	
Requester:	LORI BINGLE
Date:	7/30/26

ADP SOUTH CENTRAL - MAJORS
2735 STEMMONS FREEWAY
DALLAS TX 95207



07/05/2026

19F2Y-C



SHELL POINT COMMUNITY DEVELOPMENT DISTRICT
ATTN PAYROLL MGR
2005 PAN AM CIRCLE
TAMPA FL 33607

THIS IS TO ADVISE YOU THAT THE FOLLOWING PAYROLL CHECKS, ISSUED TO EMPLOYEES OF YOUR COMPANY, HAVE NOT YET BEEN NEGOTIATED. PLEASE CONTACT YOUR CLIENT SERVICE REPRESENTATIVE WITH ANY QUESTIONS REGARDING THESE CHECKS OR TO PLACE A STOP PAYMENT AND RECEIVE A REFUND. CHECKS WHICH HAVE NOT BEEN NEGOTIATED WITHIN 6 MONTHS FROM CHECK ISSUED DATE WILL BE AUTOMATICALLY REFUNDED.

UNCASHED ITEM REPORT
OUTSTANDING CHECKS THROUGH 04/06/2026

CHECK NO	CHECK AMOUNT	DATE ISSUED	PAYEE ID	EMPLOYEE NAME
10172105	200.00	03/16/2026	000052	PENNINGTON, ELAINE



Inframark, LLC

2002 West Grand Parkway North, Suite 100

Katy, Texas 77449

(281) 578-4200

**To: Shell Point CDD
2005 Pan Am Cir Ste 300**

Tampa, FL 33607-6008

Client ID Number	
-------------------------	--

Invoice Number	1169455
Invoice Date	7/31/2026
Due Date	8/30/2026

Service Description	Total
Maintenance Services	\$350.00

Please Pay This Amount

Subtotal	\$350.00
Sales Tax	\$0.00
Total	\$350.00

Remit To: Inframark, LLC, P.O. Box 733778, Dallas, Texas 75373-3778

To pay by Credit Card, contact us at 281-578-4299, 9:00am - 5:30pm EST, Mon - Fri. A surcharge fee may apply

To Pay via ACH or Wire, please refer to our banking information below:

Account Name : INFRAMARK, LLC

ACH - Bank Routing Number : 111000614 / Account Number 912593196

Wire - Bank Routing Number : 021000021 / SWIFT Code : CHASUS33 / Account Number: 912593196

Please include the Project ID and the Invoice Number on the check stub of your payment.

INFRAMARK, LLC

03 Aug 2026 09:59:40AM CST

DISTRICT : SHELL POINT CDD

Go Green! Think before you print.

INVOICE NO. 1169455 - DETAIL

INVOICE DATE: 7/31/2026

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
IMS Billable Work Order										
General Maintenance & Repairs										
	7/20/2026	4637840	SHPCDD District Area	General Maintenance; #138-Junk Removal	\$0.00	\$0.00	\$350.00	\$0.00	\$350.00	N
				General Maintenance & Repairs Total	\$0.00	\$0.00	\$350.00	\$0.00	\$350.00	
				BWO Total	\$0.00	\$0.00	\$350.00	\$0.00	\$350.00	
				Invoice Total	\$0.00	\$0.00	\$350.00	\$0.00	\$350.00	



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

187236

CUSTOMER ID

C2305

PO#**DATE**

8/19/2026

NET TERMS

Due On Receipt

DUE DATE

8/19/2026

BILL TO

Shell Point CDD
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: July 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Eric Davidson 6-22-26 GODADDY : email renewals: \$49.95	1	Ea	49.95		49.95
Postage	4	Ea	0.78		3.12
Subtotal					53.07

Subtotal

\$53.07

Tax

\$0.00

Total Due

\$53.07

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

JAN-PRO of Tampa Bay

Invoice No.

PO Box 340271
Tampa FL 33694

8/19/2026 246280

Service Address:

Bill To:

Shell Point CDD
1155 7th Ave. NW
Ruskin, FL 33570

P.O. #	Terms	F.O.
	Net 15	0742

<u>DESCRIPTION:</u>	<u>AMOUNT:</u>
Regular Janitorial Service from 08/19/2026 to 08/31/2026	471.42T

Please Remit Payment To:

JAN-PRO OF TAMPA
PO Box 340271
Tampa, FL 33694
(813) 864-1940

Sales Tax (7.5%)	\$35.36
TOTAL	\$506.78
Payments/Credits	\$0.00
Balance Due	\$506.78



1714 Dale Mabry Hwy
Lutz, FL 33548

pinelakellc.com

INVOICE

Date	Invoice No.
08/01/26	10697
Terms	Due Date
Net 30	08/31/26

BILL TO
Kristee Cole Inframark 313 Campus Street Celebration, FL 34747

PROPERTY
Shell Point CDD 1155 7th Ave NW Ruskin, FL 33570

Amount Due	Enclosed
\$13,266.67	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#6638 - Shell Point Maintenance Proposal 2025-2026 August 2026		\$13,266.67	\$0.00	\$13,266.67
	Total		\$13,266.67	\$0.00	\$13,266.67

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Shell Point CDD
Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

August 14, 2026

Client: 001510

Matter: 000001

Invoice #: 28886

Page: 1

RE: General

For Professional Services Rendered Through July 31, 2026

SERVICES

Date	Person	Description of Services	Hours	Amount
7/21/2026	VKB	REVIEW AND REPLY TO EMAIL FROM INFRAMARK RE: TERMINATION OF AMENITY MANAGEMENT SERVICES.	0.2	\$75.00
7/22/2026	AM	DRAFT RESOLUTION ADOPTING MEETING SCHEDULE.	0.6	\$105.00
7/29/2026	VKB	REVIEW AND REVISE RESOLUTION ADOPTING FINAL BUDGET AND RESOLUTION LEVYING O/M ASSESSMENTS AND CERTIFYING ALL SPECIAL ASSESSMENTS FOR COLLECTION ON-ROLL.	0.5	\$187.50
7/30/2026	AM	TRANSMIT RESOLUTIONS LEVYING O&M AND RESOLUTION ADOPTING FINAL BUDGET TO DISTRICT MANAGER'S OFFICE; REVISE AND FINALE RESOLUTION ADOPTING MEETING SCHEDULE AND TRANSMIT RESOLUTION TO DISTRICT MANAGER'S OFFICE.	0.4	\$70.00
Total Professional Services			1.7	\$437.50

August 14, 2026
Client: 001510
Matter: 000001
Invoice #: 28886

Page: 2

Total Services	\$437.50	
Total Disbursements	\$0.00	
Total Current Charges		\$437.50
Previous Balance		\$570.00
Less Payments		(\$570.00)
PAY THIS AMOUNT		\$437.50

Please Include Invoice Number on all Correspondence



SHELL POINT COMMUNITY DEVELOPMENT
DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Statement Date: August 05, 2026

Amount Due: \$8,359.64

Due Date: August 19, 2026

Account #: 321000026112

DO NOT PAY. Your account will be drafted on August 19, 2026

Account Summary

Previous Amount Due	\$8,374.66
Payment(s) Received Since Last Statement	-\$8,374.66
Credit Balance After Payments and Credits	\$0.00
Current Month's Charges	\$8,359.64

Amount Due by August 19, 2026 \$8,359.64

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Locations With The Highest Usage



1155 7TH AVE NW,
CLBHE, RUSKIN, FL
33570-3425

7,483
KWH



470 OLIVE CONCH ST,
FOUNTN, RUSKIN, FL
33570-2037

2,009
KWH



Scan here to interact
with your bill online.

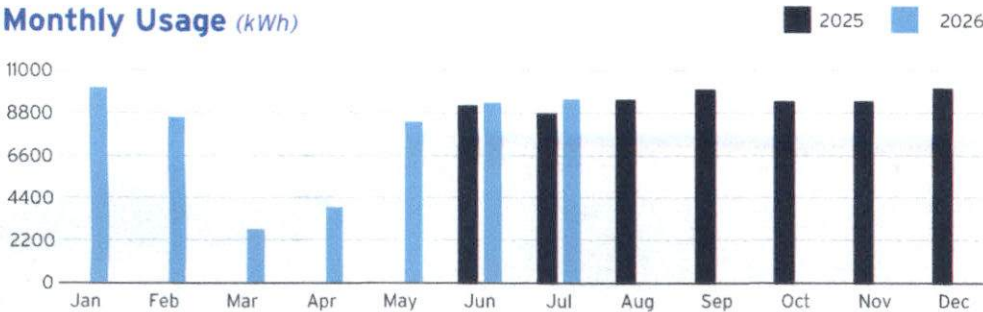


**DOWNED IS
DANGEROUS!**

If you see a downed power line,
move a safe distance away and call 911.

Visit [TampaElectric.com/Safety](https://www.tampaelectric.com/safety)
for more safety tips.

Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://www.tecoaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 321000026112

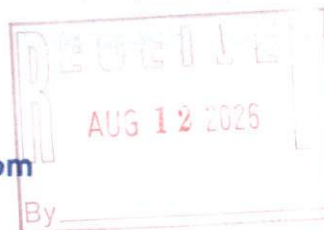
Due Date: August 19, 2026



Pay your bill online at [TampaElectric.com](https://www.tampaelectric.com)

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://www.tampaelectric.com/paperless) to enroll now.



Amount Due: \$8,359.64

Payment Amount: \$ _____

700750003923

Your account will be
drafted on August 19, 2026

00000017 FTECO508062604452710 00000 01 00000000 17 006

SHELL POINT COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-2359

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

Summary of Charges by Service Address

Account Number: 321000026112

Energy Usage From Last Month



Increased



Same



Decreased

Service Address: 587 SUNLIT CORAL ST, FOUNTAIN, RUSKIN, FL 33570-8112

Sub-Account Number: 221007983952

Amount: \$20.31

Service Address: 471 SUNLIT CORAL ST, FOUNTAIN, RUSKIN, FL 33570-8110

Sub-Account Number: 221007983960

Meter	Read Date	Current	-	Previous	=	Total Used	Multiplier	Billing Period	Amount
1000492492	07/23/2026	7,596		7,596		0 kWh	1	30 Days	\$20.31

Service Address: 470 OLIVE CONCH ST, FOUNTN, RUSKIN, FL 33570-2037

Sub-Account Number: 221007983978

Meter	Read Date	Current	-	Previous	=	Total Used	Multiplier	Billing Period	Amount
1000492466	07/23/2026	45,083		43,074		2,009 kWh	1	30 Days	\$346.39
									6.8%

Service Address: 630 OLIVE CONCH ST, FOUNTAIN, RUSKIN, FL 33570-2083

Sub-Account Number: 221007983986

Meter	Read Date	Current	-	Previous	=	Total Used	Multiplier	Billing Period	Amount
1000492491	07/23/2026	0		0		0 kWh	1	30 Days	\$20.31

Service Address: 334 GRACEFUL SEA PL, RUSKIN, FL 33570

Sub-Account Number: 211021533685

Meter	Read Date	Current	-	Previous	=	Total Used	Multiplier	Billing Period	Amount
1000621304	07/23/2026	0		0		0 kWh	1	30 Days	\$20.31

Continued on next page →

For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://www.tampaelectric.com)

Ways To Pay Your Bill



Bank Draft

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



In-Person

Find list of Payment Agents at TampaElectric.com



Mail A Check

Payments:
TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.



Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.



Phone

Toll Free: **866-689-6469**

All Other Correspondences:
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Contact Us

Online:

TampaElectric.com

Phone:

Commercial Customer Care:
866-832-6249

Residential Customer Care:

813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

Hearing Impaired/TTY:

7-1-1

Power Outage:

877-588-1010

Energy-Saving Programs:

813-275-3909

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

Summary of Charges by Service Address

Account Number: 321000026112

Energy Usage From Last Month

▲ Increased

▬ Same

▼ Decreased

Service Address: 1070 ISLAND SUNSET PL, RUSKIN, FL 33570						Sub-Account Number: 211021583862			
Meter	Read Date	Current	-	Previous	=	Total Used	Multiplier	Billing Period	Amount
1000648230	07/23/2026	0		0		0 kWh	1	30 Days	\$20.31

Service Address: SHELL POINT AMENITY CENTER, LIGHTS, RUSKIN, FL 33570					Sub-Account Number: 221007911623				
Amount: \$348.67									

Service Address: 1155 7TH AVE NW, CLBHSE, RUSKIN, FL 33570-3425						Sub-Account Number: 221007934435			
Meter	Read Date	Current	-	Previous	=	Total Used	Multiplier	Billing Period	Amount
1000799181	07/23/2026	78,816		71,333		7,483 kWh	1	30 Days	\$890.10
1000799181	07/23/2026	18.32		0		18.32 kW	1	30 Days	 4.8%

Service Address: SHELL POINT PH 1 AND 2, LIGHTS, RUSKIN, FL 33570					Sub-Account Number: 221007940820			
Amount: \$6,672.93								

Total Current Month's Charges								\$8,359.64
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Sub-Account #: 221007983952
Statement Date: 07/31/2026

Service Address: 587 SUNLIT CORAL ST, FOUNTAIN, RUSKIN, FL 33570-8112

Meter Location: LAKE FOUNTAIN

Service Period: 06/24/2026 - 07/23/2026

Rate Schedule: General Service - Non Demand

Charge Details

 Electric Charges		
Daily Basic Service Charge	30 days @ \$0.66000	\$19.80
Florida Gross Receipt Tax		\$0.51
Electric Service Cost		\$20.31

Avg kWh Used Per Day



Current Month's Electric Charges \$20.31

Billing information continues on next page →

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Sub-Account #: 221007983960
Statement Date: 07/31/2026

Service Address: 471 SUNLIT CORAL ST, FOUNTAIN, RUSKIN, FL 33570-8110

Meter Read

Meter Location: LAKE FOUNTAIN

Service Period: 06/24/2026 - 07/23/2026

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000492492	07/23/2026	7,596		7,596		0 kWh	1	30 Days

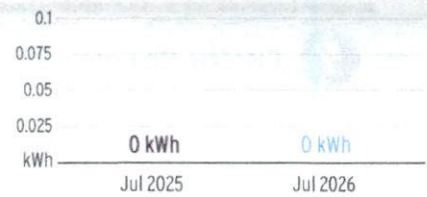
Charge Details



Electric Charges

Daily Basic Service Charge	30 days @ \$0.66000	\$19.80
Florida Gross Receipt Tax		\$0.51
Electric Service Cost		\$20.31

Avg kWh Used Per Day



Current Month's Electric Charges

\$20.31

Billing information continues on next page →

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Sub-Account #: 221007983978
Statement Date: 07/31/2026

Service Address: 470 OLIVE CONCH ST, FOUNTN, RUSKIN, FL 33570-2037

Meter Read

Meter Location: LAKE FOUNTAIN

Service Period: 06/24/2026 - 07/23/2026

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000492466	07/23/2026	45,083	43,074	2,009 kWh	1	30 Days

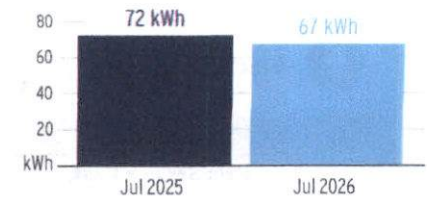
Charge Details



Electric Charges

Daily Basic Service Charge	30 days @ \$0.66000	\$19.80
Energy Charge	2,009 kWh @ \$0.09202/kWh	\$184.87
Fuel Charge	2,009 kWh @ \$0.03516/kWh	\$70.64
Storm Protection Charge	2,009 kWh @ \$0.00568/kWh	\$11.41
Clean Energy Transition Mechanism	2,009 kWh @ \$0.00418/kWh	\$8.40
Storm Surcharge	2,009 kWh @ \$0.02121/kWh	\$42.61
Florida Gross Receipt Tax		\$8.66
Electric Service Cost		\$346.39

Avg kWh Used Per Day



Current Month's Electric Charges

\$346.39

Billing information continues on next page →



Sub-Account #: 221007983986
Statement Date: 07/31/2026

Service Address: 630 OLIVE CONCH ST, FOUNTAIN, RUSKIN, FL 33570-2083

Meter Read

Meter Location: LAKE FOUNTAIN

Service Period: 06/24/2026 - 07/23/2026

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000492491	07/23/2026	0		0		0 kWh	1	30 Days

Charge Details

	Electric Charges		
	Daily Basic Service Charge	30 days @ \$0.66000	\$19.80
	Florida Gross Receipt Tax		\$0.51
	Electric Service Cost		\$20.31

Avg kWh Used Per Day



Current Month's Electric Charges	\$20.31
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Billing information continues on next page →

00000017-0000101-Page 7 of 12





Sub-Account #: 211021533685
Statement Date: 07/31/2026

Service Address: 334 GRACEFUL SEA PL, RUSKIN, FL 33570

Meter Read

Meter Location: SOUTH ENTRANCE

Service Period: 06/24/2026 - 07/23/2026

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000621304	07/23/2026	0		0		0 kWh	1	30 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	30 days @ \$0.66000	\$19.80
Florida Gross Receipt Tax		\$0.51
Electric Service Cost		\$20.31

Avg kWh Used Per Day



Current Month's Electric Charges

\$20.31

Billing information continues on next page →



Sub-Account #: 211021583862
Statement Date: 07/31/2026

Service Address: 1070 ISLAND SUNSET PL, RUSKIN, FL 33570

Meter Read

Meter Location: NORTH ENTRANCE

Service Period: 06/24/2026 - 07/23/2026

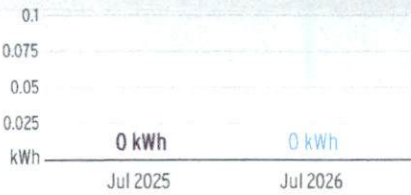
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000648230	07/23/2026	0		0		0 kWh	1	30 Days

Charge Details

	Electric Charges		
	Daily Basic Service Charge	30 days @ \$0.66000	\$19.80
	Florida Gross Receipt Tax		\$0.51
	Electric Service Cost		\$20.31

Avg kWh Used Per Day



Current Month's Electric Charges \$20.31

Billing information continues on next page →

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Sub-Account #: 221007911623
Statement Date: 07/31/2026

Service Address: SHELL POINT AMENITY CENTER, LIGHTS, RUSKIN, FL 33570

Service Period: 05/29/2026 - 06/26/2026

Rate Schedule: Lighting Service

Charge Details



Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 29 days

Lighting Energy Charge	133 kWh @ \$0.03411/kWh	\$4.54
Fixture & Maintenance Charge	7 Fixtures	\$116.27
Lighting Pole / Wire	7 Poles	\$198.24
Lighting Fuel Charge	133 kWh @ \$0.03452/kWh	\$4.59
Storm Protection Charge	133 kWh @ \$0.00574/kWh	\$0.76
Clean Energy Transition Mechanism	133 kWh @ \$0.00043/kWh	\$0.06
Storm Surcharge	133 kWh @ \$0.01230/kWh	\$1.64
Florida Gross Receipt Tax		\$0.30
Franchise Fee		\$21.38
Municipal Public Service Tax		\$0.89

Lighting Charges

\$348.67

Current Month's Electric Charges

\$348.67

Billing information continues on next page →



Sub-Account #: 221007934435
Statement Date: 07/31/2026

Service Address: 1155 7TH AVE NW, CLBHSE, RUSKIN, FL 33570-3425

Meter Read

Meter Location: CLUBHOUSE

Service Period: 06/24/2026 - 07/23/2026

Rate Schedule: General Service Demand - Standard

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000799181	07/23/2026	78,816		71,333		7,483 kWh	1	30 Days
1000799181	07/23/2026	18.32		0		18.32 kW	1	30 Days

Charge Details



Electric Charges

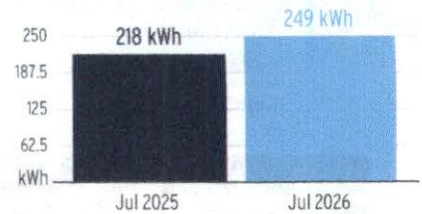
Daily Basic Service Charge	30 days @ \$1.12000	\$33.60
Billing Demand Charge	18 kW @ \$19.06000/kW	\$343.08
Energy Charge	7,483 kWh @ \$0.00815/kWh	\$60.99
Fuel Charge	7,483 kWh @ \$0.03516/kWh	\$263.10
Capacity Charge	18 kW @ \$0.72000/kW	\$12.96
Storm Protection Charge	18 kW @ \$2.02000/kW	\$36.36
Energy Conservation Charge	18 kW @ \$0.79000/kW	\$14.22
Environmental Cost Recovery	7,483 kWh @ \$0.00072/kWh	\$5.39
Clean Energy Transition Mechanism	18 kW @ \$1.15000/kW	\$20.70
Storm Surcharge	7,483 kWh @ \$0.01035/kWh	\$77.45
Florida Gross Receipt Tax		\$22.25
Electric Service Cost		\$890.10

Current Month's Electric Charges

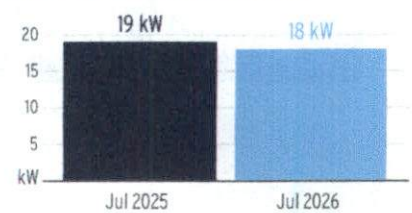
\$890.10

Billing information continues on next page →

Avg kWh Used Per Day



Billing Demand (kW)



Load Factor



Decreasing the proportion of your electricity utilized at peak will improve your load factor.





Sub-Account #: 221007940820
Statement Date: 07/31/2026

Service Address: SHELL POINT PH 1 AND 2, LIGHTS, RUSKIN, FL 33570

Service Period: 05/29/2026 - 06/26/2026

Rate Schedule: Lighting Service

Charge Details



Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 29 days

Lighting Energy Charge	2725 kWh @ \$0.03411/kWh	\$92.95
Fixture & Maintenance Charge	143 Fixtures	\$2379.73
Lighting Pole / Wire	143 Poles	\$4049.76
Lighting Fuel Charge	2725 kWh @ \$0.03452/kWh	\$94.07
Storm Protection Charge	2725 kWh @ \$0.00574/kWh	\$15.64
Clean Energy Transition Mechanism	2725 kWh @ \$0.00043/kWh	\$1.17
Storm Surcharge	2725 kWh @ \$0.01230/kWh	\$33.52
Florida Gross Receipt Tax		\$6.09

Lighting Charges

\$6,672.93

Current Month's Electric Charges

\$6,672.93

Total Current Month's Charges

\$8,359.64

Shell Point CDD

Employee Name:

Weston Gee

Date:

7/14/26

Time Worked (Hours):

2

Travel Hours:

1

Total Amount Owed:

\$300

Mailing Address for Payment:

12561 Rosepine Place, Riverview FL 33579

Comments:

Security for Shell point CDD meeting

Signature:



RESOLUTION 2026- 12

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SHELL POINT COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Shell Point Community Development District (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 District desires to redesignate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Records Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SHELL POINT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at: Rizzetta & Company, Incorporated, 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of the Shell Point Clubhouse located at: 1155 7th Ave NW, Ruskin, FL 33570.

SECTION 3. This Resolution shall take effect on September 10, 2026.

PASSED AND ADOPTED THIS 10 DAY OF SEPTEMBER , 2026.

ATTEST:

**SHELL POINT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman / Vice Chairman, Board of Supervisors

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SHELL POINT COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shell Point Community Development District (“**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 District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SHELL POINT COMMUNITY DEVELOPMENT DISTRICT:

1. **DESIGNATION OF REGISTERED AGENT.** William J. Rizzetta is hereby designated as the Registered Agent for Shell Point Community Development District.

2. **REGISTERED OFFICE.** The District's Registered Office shall be located at 3434 Colwell Avenue, Suite 200, Tampa, FL. 33614.

3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District’s Secretary is hereby directed to file certified copies of this resolution with Hillsborough County and FloridaCommerce.

4. **EFFECTIVE DATE.** This Resolution shall become effective on September 10, 2026.

PASSED AND ADOPTED THIS 10TH DAY OF SEPTEMBER 2026.

ATTEST:

**SHELL POINT COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

RESOLUTION 2026- 14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHELL POINT COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL DISCLOSURE COORDINATOR; APPOINTING AN ASSESSMENT CONSULTANT IN CONTEMPLATION OF ANY ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Shell Point Community Development District (“**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;

WHEREAS, the Board of Supervisors of the District (“**Board**”) must employ and fix compensation of a “**District Manager**,”

WHEREAS, the Board desires to appoint a “**Financial Disclosure Coordinator**” to create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, the Board and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District;

WHEREAS, the Board desires to appoint an “**Assessment Consultant**” to advise regarding any proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board desires to appoint an “**Investment Representative**” to implement the District’s investment policies and assist on the investment of District funds, including, but not limited to, directing the assigned Trustee to invest District funds consistent with any and all Indentures and to maximize return to extent permitted by law;

WHEREAS, the Board desires to designate a “**Dissemination Agent**” for continuing disclosure services associated with all current special assessment bonds;

WHEREAS, the Board has determined that the appointment of a District Manager, Financial Disclosure Coordinator, Assessment Consultant, Investment Representative and Dissemination Agent is necessary, appropriate, and in the District’s best interests; and

WHEREAS, the Board desires to appoint a new District Manager, Financial Disclosure Coordinator, Assessment Consultant, Investment Representative and Dissemination Agent, and to provide compensation for their services.

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

1. APPROVAL OF MANAGEMENT CONTRACT. Rizzetta & Company, Incorporated (“**Rizzetta**”) is appointed as District Manager, Financial Disclosure Coordinator, Assessment Consultant, Investment Representative and Dissemination Agent, all in accordance with the terms in the contract attached hereto as **Exhibit “A”**, between the District and Rizzetta, dated _____, 2026 (the “**Contract**”) and Rizzetta shall be compensated for such services in accordance with the terms of the Contract. In the

event of any conflict between the terms in this Resolution with the terms of the Contract, the terms in the Contract shall prevail.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its execution.

PASSED AND ADOPTED this 10 day of September, 2026.

ATTEST:

**SHELL POINT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/ Assistant Secretary

Chair / Vice Chair

Exhibit A: District Manager Fee Contract

RESOLUTION 2026- 15

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SHELL POINT
COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE
REMOVAL AND APPOINTMENT OF CERTAIN OFFICERS OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Shell Point 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 has approved a change of the District’s management company effective _____, the Board desires to appoint and remove certain Officers of the District, specifically the Treasurer, Assistant Treasurer, Secretary and Assistant Secretaries.

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

Section 1. Scott Brizendine is appointed Secretary.
 Scott Brizendine is appointed Treasurer.
 Susan Garcia is appointed Assistant Treasurer.
 _____ is appointed Assistant Secretary.
 Matthew Huber is appointed Assistant Secretary.

Section 2. This Resolution supersedes any prior appointments made by the Board.

Section 3. This Resolution shall become effective on September 10, 2026.

PASSED AND ADOPTED this 10 day of September, 2026.

**SHELL POINT COMMUNITY
DEVELOPMENT DISTRICT**

Chairman / Vice Chairman

ATTEST:

Secretary / Assistant Secretary

RESOLUTION 2026-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SHELL POINT COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Shell Point Community Development District (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 (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has furnished to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having appointed a Treasurer and other officers, is in a position to select a new public depository and to comply with the requirements for public depositories; and

WHEREAS, the Board wishes to re-designate a public depository for District funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SHELL POINT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BankUnited, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

A. Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.

B. Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.

C. Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The Chair, Vice Chair, Treasurer, Assistant Treasurer, Secretary and Assistant Secretaries are hereby designated as authorized signatories for the operating bank accounts of the District.

SECTION 5. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 6. This Resolution shall take effect on September 10, 2026.

PASSED AND ADOPTED this 10 day of September, 2026.

ATTEST:

**SHELL POINT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson

CONTRACT FOR PROFESSIONAL AMENITY MANAGEMENT SERVICES

DATE: September 1st, 2026

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

(Hereinafter referred to as "**Facilities Manager**")

AND: **SHELL POINT COMMUNITY DEVELOPMENT DISTRICT**
2700 S. Falkenburg Rd. Suite 2745
Riverview, Florida 33578

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

- I. The purpose of this contract for professional amenity services (hereinafter referred to as "**Contract**") is for the Facilities Manager to provide professional amenity 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.
- II. The District agrees to engage Facilities Manager to provide the Services as defined herein. District grants to Facilities Manager the right to enter and use the District's amenity facilities for the purposes and uses described in this Contract, and Facilities Manager hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Contract.
- III. **STANDARD ON-GOING SERVICES.** The Facilities Manager shall provide the Standard On-Going Services to the District set forth in Exhibit A ("Services") of this Contract, including the following:
 - A. **Management** – Facilities Manager shall provide professional management and oversight of the Services pursuant to this Contract. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation. The Facilities Manager will, upon request, attend meetings in person or via phone to provide any updates or address concerns. The Facilities Manager will be available to any board member for open and direct communications regarding any questions they may have.
 - B. **Personnel** - the Facilities Manager shall employ Clubhouse Personnel that will be assigned to the District to ensure responsible and proper staffing levels, including the following:

- i. **Operations Manager:** The Operations Manager shall be a full-time position to oversee and supervise the amenity facilities and shall serve as the primary onsite representative of the Facilities Manager. The Operations Manager must maintain all required certifications and licenses throughout the term of employment. The Operations Manager shall be responsible, through the Operations Manager position, for overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, interacting with the District's Board of Supervisors and District Manager, staffing the private event rentals if staff is required, and for the design, promotion and implementation of all the events, programs and classes, including scheduling, reservations, registration, payment collection and staffing if needed, as more particularly described in Exhibit A.
- C. The Facilities Manager shall have primary authority in hiring, supervision, and reassignment of its employees, provided however that the District shall have the right to request the Facilities Manager to remove or reassign any employee who fails to comply with District policies or whose conduct is unsatisfactory in the District's reasonable discretion. The Facilities Manager shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. The Facilities Manager shall be liable for the performance, or lack thereof, of the Facilities Manager's employees and contractors, licensees, lessees and vendors that are within the Facilities Manager's control. The Facilities Manager shall solely be responsible for oversight, control, direction and management of its Personnel and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same in accordance with the terms of this Contract.
- D. The Facilities Manager shall promptly respond to any and all emergencies or problems related to the amenity facilities and shall report to the District all known problems related to the amenity Facilities in compliance with the District's adopted policies, rules and procedures.
- E. The Facilities Manager shall provide all required certifications and training to all Personnel. The District shall provide community-specific uniforms to Personnel as specified in Exhibit B. All Personnel employed by the Facilities Manager under this Contract shall undergo FDLE and criminal background checks.
- F. During all hours that the amenity facilities are open for operation and use by District residents or guests, the Facilities Manager shall ensure responsible and proper staffing levels that meet the provisions of law and industry practices. The needs of other properties shall not trump the responsible staffing of the amenity facilities. The Facilities Manager shall not utilize Personnel to staff amenity facilities at other Facilities Manager properties during their scheduled work hours for the District. Any use of Personnel at other properties outside of their District schedule requires express prior written approval of the District for each specific instance, which approval may be withheld in the District's sole discretion. The Facilities Manager shall not use District employees, if any, District property, or any District hardware/facility for any other work not related directly to the District, including any

other off-site properties or in support of other Facilities Manager-related business. District employees shall not be utilized for the provision of the Services set forth herein.

- IV. ADDITIONAL SERVICES.** In addition to the Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Facilities Manager. Any services not specifically provided for in the scope of services, 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 attendance at additional meetings, presentations, and vendor meetings or responses.

If any additional services are required or requested, the Facilities Manager 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 Facilities Manager shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Facilities Manager.

- V. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Facilities Manager 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 Facilities Manager 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 Facilities Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Facilities Manager.

- VI. TERM.** The Facilities Manager'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 Facilities Manager acknowledges that the prices of this Contract are firm and that the Facilities Manager may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VII. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i.** A schedule of fees for the Services described in Sections III, IV and V, of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Facilities Manager for the Services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Facilities Manager's compensation for services provided pursuant to this Contract, the District shall compensate the Facilities Manager only for those services provided under the terms of this Contract. Unless otherwise

specified by this Contract, the Facilities Manager will invoice the District for the Services bi-weekly 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. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by Facilities Manager to meet the District's obligations for all amounts owed to Facilities Manager under this Contract.

- ii. Fees for the Services in this Contract may be negotiated annually by the Parties. Any amendment to 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 adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Facilities Manager 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 Facilities Manager 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 Facilities Manager or one of its subcontractors, if applicable, incurs during the performance of the 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, copies, and binding.
- v. Fees for services to be billed at the Facilities Manager's current rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Facilities Manager's current rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** The Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will be billed monthly for the services incurred at the Facilities Manager's current rate as shown in **Exhibit B**.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Facilities Manager's current hourly rate as shown in **Exhibit B**.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Facilities Manager will be billed monthly as incurred.

All invoices will be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

VIII. SUSPENSION OF SERVICES FOR NON-PAYMENT. The Facilities Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Facilities Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Facilities Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.

IX. 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.

X. 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 Facilities Manager.

XI. 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 Facilities Manager 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, Facilities Manager 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

Facilities Manager. Facilities Manager 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.

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

- A.** By the Facilities Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein
- B.** By the Facilities Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Facilities Manager 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 Facilities Manager to undertake any action or implement a policy of the Board which Facilities Manager 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 District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Facilities Manager. Termination for "good cause" shall be effected by written notice to the Facilities Manager electronically at the address noted herein.
- D.** Upon any termination, Facilities Manager 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. Facilities Manager 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.

XIII. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within forty-five (45) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) 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 Hillsborough 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 Facilities Manager.
- F. The Facilities Manager 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 Facilities Manager agrees to take steps to repair any damage resulting from the Facilities Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G. It is understood that the Facilities Manager is an independent contractor and shall perform the services contemplated under this Contract. As an independent contractor, nothing in this Contract shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Facilities Manager and the District. The Facilities Manager shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Facilities Manager assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Facilities Manager during the performance of services to the District.
- H. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIV. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Facilities Manager, the District agrees to indemnify, defend, and hold harmless the Facilities Manager 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 Facilities Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent reckless, and/or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Facilities Manager may be entitled and shall continue after the Facilities Manager has ceased to be engaged under this Contract.

FACILITIES MANAGER INDEMNIFICATION. The Facilities Manager agrees to indemnify, defend, and hold harmless the District and its officers, directors, 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 arising out of or relating to the failure to perform under this Contract or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Facilities Manager. 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 Facilities Manager has ceased to be engaged under this Contract.

- B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to 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.

The provisions of this Section shall survive the termination or expiration of this Contract.

XV. 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 Facilities Manager 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.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Facilities Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
 - vi.** Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.

- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Facilities Manager will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If the Facilities Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Facilities Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- XVI. ASSIGNMENT.** Except as provided in this section, neither the District nor the Facilities Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Facilities Manager or the District without the prior written approval of the other party is void.
- XVII. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Facilities Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Facilities Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Facilities Manager acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Facilities Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if the Facilities Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Facilities Manager'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 Facilities Manager, the Facilities Manager 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 FACILITIES MANAGER HAS QUESTIONS
REGARDING THE APPLICATION OF CHAPTER 119,**

FLORIDA STATUTES, TO THE FACILITIES MANAGER'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.

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

If to the District: Shell Point Community Development District
2700 S. Falkenburg Rd. Suite 2745
Riverview, Florida 33578
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 West Cleveland Street
Tampa, FL 33606
Attn: District Counsel
Email: vbabbar@srvlegal.com

If to the Facilities Manager: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
Email: to be provided under separate cover

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. 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 Facilities Manager may deliver Notice on behalf of the District and the Facilities Manager, 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.

- XIX. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Facilities Manager and shall remain effective until terminated by either the District or the Facilities Manager in accordance with the provisions of this Contract.

- XX. 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.

- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Facilities Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A, B, C, and D** this instrument shall control.
- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Facilities Manager 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.
- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Facilities Manager 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 Facilities Manager 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 Facilities Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Facilities Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the Facilities Manager 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 Facilities Manager 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.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Facilities Manager as an arm's length transaction. The District and the Facilities Manager 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.

- XXVI. 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.
- XXVII. EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.
- XXVIII. FACILITY REVENUE.** The Facilities Manager will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity facilities. The Facilities Manager shall keep close accounting of all revenue and expenditures.
- XXIX. NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this contract, not to directly or indirectly solicit, employ, or contract with any individual employed by the Facilities Manager in a managerial position at the amenity facilities.
- XXX. ENGAGEMENT OF EMPLOYEES BY DISTRICT.** District recognizes that Rizzetta & Company (i) is engaged in the competitive community district management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources, and (iv) its employees have access to confidential information and trade secrets to otherwise protect Rizzetta & Company's investment and promote a stable and mutually beneficial customer relationship with the Rizzetta & Company organization. Accordingly, in an effort to maintain Rizzetta & Company's confidential information and trade secrets, District covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of Rizzetta & Company, or former employees of Rizzetta & Company, who provided services to District ("**Rizzetta & Company Employees**"), prospective employees Rizzetta & Company presents for consideration ("**Rizzetta & Company Employees**") or contract with, or in any way engage, the services of any firms employing any Rizzetta & Company Employees or Rizzetta & Company Prospective Employees during the term of this Contract and for a period of 12 months following the end of the contract relationship between the parties hereto. Should District violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of 40% of the annual salary/wages of said Rizzetta & Company Employees at time of termination or resignation of said employee(s) from Rizzetta & Company, and/or the sum of 40% of the anticipated annual salary/wages of said Rizzetta & Company Prospective Employees. District agrees that the afore-described liquidated damages are fair, equitable,

and reasonable sums not disproportionate to the anticipated and probable injuries which would result from a breach by District and are appropriate to compensate Rizzetta & Company for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Contract.

XXXI. E-VERIFICATION. Pursuant to Section 448.095(2), Florida Statutes,

- A.** Facilities Manager represents that Facilities Manager is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Contract, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- B.** If the District has a good faith belief that the Facilities Manager has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Contract as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Facilities Manager otherwise complied with its obligations thereunder, the District shall promptly notify the Facilities Manager and the Facilities Manager will immediately terminate its contract with the subcontractor.
- C.** If this Contract is terminated in accordance with this section, then the Facilities Manager will be liable for any additional costs incurred by the District.

XXXII. ANTI-HUMAN TRAFFICKING. Pursuant to Section 787.06, Florida Statutes, Facilities Manager represents that in entering into this Contract, the Facilities Manager does not use coercion for labor or services as defined in the statute. The Facilities Manager is required to provide an affidavit, signed by an officer or a representative of the Facilities Manager with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

XXXIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by Facilities Manager. If the Facilities Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the Facilities Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that on-site employees have been removed or other employees have been prohibited from going to the areas managed by the District, the Facilities Manager shall have no responsibility for performance of services under this Contract that would be performed by said employees. Further, Facilities Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the Facilities Manager's inability and/or failure to perform any of its duties and obligations under this Contract

during the period of time when the Facilities Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

XXXIV. FORCE MAJEURE. The parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by the Facilities Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to Facilities Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXXV. DISCLAIMER. Facilities Manager is not an architect, landscape architect, engineer or construction manager, is not responsible to detect or uncover dangerous conditions in water or on land, construction defects, environment or hazardous material issues, water intrusions, mold, fungi, spores or other defects and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not Facilities Manager's responsibility to determine whether any structure within the District, including its architectural design or whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the District. Any third-party contractor, vendor, professional, or other consultant providing such goods or performing such services to District is solely responsible for the performance of the work or the quality of the goods. In addition, Facilities Manager will not be liable to District for any loss, harm, or damage of any kind caused by any third-party contractor, vendor, professional, or other consultant engaged to perform services or provide goods for District. Facilities Manager disclaims any and all liability related to, arising out of or associated with the professional services referenced in this paragraph and Facilities Manager has no liability for any claims or lawsuits related to, arising out of, or associated with the professional services referenced in this paragraph or for any lack of response or effort by vendors and contractors, lack of quality of any parts or work performed by contractors, or their negligent or wrongful acts or inaction, including those actions which may result in the destruction of any property, injury or death of any person. This paragraph survives the expiration or termination of this Contract.

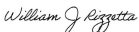
XXXVI. DISLCOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida,

Inc.

Therefore, the Facilities Manager 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: 09/04/2026

WITNESS: 
Witness
Lucianno Mastrionni
Print Name of Witness

SHELL POINT COMMUNITY DEVELOPMENT DISTRICT

BY: 
Brittany Schwartzbauer (Sep 8, 2026 12:47:44 EDT)
PRINTED NAME: Brittany Schwartzbauer
TITLE: Chairman/Vice Chairman
DATE: 09/08/2026

ATTEST:

Angela Davis (Sep 8, 2026 16:15:06 EDT)
Assistant Secretary
Board of Supervisors
Angela Davis
Print Name

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees
Exhibit C – Human Trafficking Affidavit
Exhibit D – Municipal Advisor Disclaimer

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. Provide professional management and oversight to perform the services outlined in this contract.
- B. Upon request, attend meetings in person or via phone to provide any updates or address concerns.
- C. Be available to any board member for open and direct communications regarding any questions they may have.
- D. Managing the recruiting, hiring, training, oversight and evaluation of personnel.

PERSONNEL:

The Facilities Manager shall provide the services of Clubhouse personnel that will be assigned to the District. A general description of these positions are provided below:

- a. **Operations Manager:** The Operations Manager shall be a full time position to oversee and supervise the amenity facilities. The Operations Manager must have at least 3 years of experience in amenity management, and maintain a valid Florida driver's license. The District reserves the right to request replacement of the Operations Manager with 30 days notice if performance is unsatisfactory. A Background Check screening is required for this position. They are the onsite representative of the Facilities Manager. The Operations Manager shall be responsible, through the Operations Manager position, for overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, interacting with the District's Board of Supervisors and District Manager, staffing the private event rentals if staff is required, and for the design, promotion and implementation of all the events, programs and classes, including scheduling, reservations, registration, payment collection and staffing if needed.

RESPONSIBILITIES:

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

A. Operations Manager

The Facilities Manager will provide the service of an Operations Manager who will be on property a minimum of forty (40) hours per week during normal business hours, except for District-recognized holidays and will have full knowledge/awareness of security systems, procedures and policies with the ability to assess and propose cost effective methods for securing community facilities. They will have the

following duties:

- Aid the District Manager in reviewing bid documents for contractual services
- Monitor Community Center's daily activities as well as activities at the pool and recreational facilities. Must be able to schedule and oversee such events.
- Handle key fobs by appointment for residents
- Full knowledge/awareness of all aspects of residential community maintenance to include basic carpentry, electrical, plumbing, painting, landscaping, and facilities
- Responsible for day to day operations, budgeting, managing vendor contracts and supervision
- Arrange, bid, and supervise work of outside contractors
- Assess property damage, neglect and depreciation and estimate costs associated with repair and/or replacement
- Negotiate purchasing and bidding of contracted services
- Perform regularly scheduled reviews of the following: Preventative maintenance records, inventories, purchases and monthly utility invoices
- Maintain an operations and maintenance manual complete with current drawings
- Effectively create and monitor annual maintenance budget for community; provide interpretation, where necessary at monthly Board of Supervisors meetings
- Competent in insurance claim processing and related restoration work
- Ability to train/supervise site staff and maintenance team, (if applicable); be responsible for all work performed by staff (if applicable)
- Maintain comprehensive knowledge of local, state and federal laws and how they relate to the districts being managed
- Maintain inventory control of maintenance items, including preparation of preventative maintenance programs
- Ability to work as a team participant along with other maintenance staff (if applicable) to ensure the community meets quality maintenance standards set by District Management staff
- Assist District Manager in preparation of annual district operating budget
- Ability to perform physical labor including, but not limited to carry/climb ladders, policing grounds, move furniture, etc.
- Must drive through the Community at least 2 days per week for trash and issues, and provide a monthly grounds inspection of community assets with a summary report for the board.

If the pool area or Clubhouse is closed for a period of time due to circumstances beyond the Facilities Manager's control (including, but not limited to, severe weather events, hurricane preparedness, etc.), the Facilities Manager shall be entitled to reassign staff to other District related duties as directed by the District Manager. If no alternative duties are available, the Facilities Manager shall not bill for unstaffed hours. The 24-hour notice requirement shall not apply during emergencies or circumstances beyond the District's control. The District shall not be liable for any lost wages or other costs during such closures

ADDITIONAL SERVICES:

In addition to the Amenity Management Services described above, the District may, from time to time, require additional services from the Facilities Manager. 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 Facilities Manager 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 Facilities Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.

EXHIBIT B
Schedule of Fees

AMENITY MANAGEMENT SERVICES:

Pricing is based on projected 40 hours a week at individual wage x hour, and shall be billed based on the hours actually worked by the individuals filling those contracted positions. The assigned Operations Manager is a salary role, and accordingly would not be subject to overtime compensation.

Services will be billed bi-weekly pursuant to the following schedule.

For the period of September 1, 2026 to Sept. 30th 2027

PERSONNEL:

Operations Manager

Full Time Personnel

Budgeted Personnel Total ⁽¹⁾	\$	98,859
---	----	--------

General Management and Oversight ⁽²⁾	\$	-
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Total Annual Cost:	\$	98,859
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(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.

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.

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.

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.

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.

EXHIBIT C

Affidavit for Anti-Human Trafficking

Section 787.06(14), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared William J. Rizzetta, who being duly sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the President (Title) of Rizzetta & Company, Incorporated (the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Shell Point Community Development District (“**CDD**”).
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2026

Notary Public Signature

Notary Stamp

EXHIBIT D

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.

JOB TITLE	BILLABLE RATE (Hourly)
Accounting Clerk	\$100.00
Administrative Assistant	\$100.00
Administrative Assistant II	\$150.00
Administrative Assistant, Community Services	\$100.00
Administrative Clerk	\$100.00
Amenities Services Manager	\$250.00
Chief Financial Officer	\$450.00
Client Relations Specialist	\$100.00
Community District Coordinator	\$175.00
Community District Manager	\$250.00
Community District Manager Assistant	\$175.00
Controller	\$350.00
Corporate Recruiter	\$175.00
District Compliance Associate	\$150.00
District Coordinator	\$175.00
District Manager	\$250.00
Facilities Coordinator	\$100.00
Financial Associate	\$150.00
Human Resource Manager	\$250.00
Landscape Specialists	\$200.00
Mail Clerk	\$85.00
Maintenance Laborer	\$85.00
Maintenance Technician	\$85.00
MANAGER, ADMINISTRATIVE SUPPORT	\$200.00
Manager, District Accounting Services	\$300.00
Manager, Business Development	\$250.00
Manager, Collections	\$150.00
Manager, District Accounting Services	\$300.00
Manager, District Financial Services	\$300.00
Manager, Information Technology	\$300.00
Manager, Landscape Inspection Services	\$250.00
Manager, Real Estate Services	\$300.00

**CONTRACT FOR PROFESSIONAL AMENITY MANAGEMENT SERVICES
SHELL POINT COMMUNITY DEVELOPMENT DISTRICT**

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Manager, Administration	\$150.00
Marketing Manager	\$200.00
Payroll Administrator	\$150.00
President	\$500.00
Real Estate Administrator	\$200.00
Real Estate Analyst	\$250.00
Regional Community District Manager	\$300.00
Regional District Manager	\$300.00
Senior Accountant	\$225.00
Senior District Manager	\$275.00
Senior Financial Associate	\$200.00
SR Admin Assistant	\$200.00
Sr. Financial Analyst	\$250.00
Staff Accountant	\$150.00
Staff Accountant II	\$200.00
Vice President Business Strategy & Development	\$400.00
Vice President Operations	\$400.00

2026-09-04 - Shell Point CDD - Amenity Management Contract

Final Audit Report

2026-09-08

Created:	2026-09-04
By:	Taylor Nielsen (tnielsen@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmuq8mNTKP_WRLPCFIVMUvosoy_sfSAPC

"2026-09-04 - Shell Point CDD - Amenity Management Contract" History

-  Document created by Taylor Nielsen (tnielsen@rizzetta.com)
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-  Document emailed to William J. Rizzetta (brizzetta@rizzetta.com) for signature
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-  Email viewed by William J. Rizzetta (brizzetta@rizzetta.com)
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-  Document e-signed by William J. Rizzetta (brizzetta@rizzetta.com)
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-  Document emailed to Lucianno Mastrianni (lmastrianni@rizzetta.com) for signature
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Document emailed to Angela Davis (seat4@shellpointcdd.com) for signature

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Email viewed by Angela Davis (seat4@shellpointcdd.com)

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Document e-signed by Angela Davis (seat4@shellpointcdd.com)

Signature Date: 2026-09-08 - 8:15:06 PM GMT - Time Source: server - Signature Appearance Selected: TYPE



Agreement completed.

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Adobe Acrobat Sign

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2026

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

(Hereinafter referred to as "**District Manager**")

AND: **SHELL POINT COMMUNITY DEVELOPMENT DISTRICT**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

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

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. 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 District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of twelve (12) three (3) hour board meetings and two (2) workshops 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;
- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting



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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. District Manager, shall establish and maintain bank accounts in the name of the District with one of District Manager's preferred banking partners, as approved by the District. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority. District Manager will have no liability or responsibility for the rate of interest earned, if any, on such funds. District Manager will be under no liability or responsibility for any loss resulting from the insolvency of such depository. Within 60 days following the termination of the contractual relationship between the District and District Manager accounts established and maintained by District Manager will be closed and their balances will be transferred to a new bank or new accounts as designated by District.

- iv. **Financial Services & Revenue Collection** - services include investment administration of the District's bank and trust accounts, ongoing banking analyses, and related consulting services to support prudent cash management in compliance with applicable statutory requirements. Additionally, 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
- v. **Continuing Disclosure** – serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.
- vi. **Website Management** – services associated with managing the content of the District's website in compliance with Chapter 189.069, Florida Statutes.

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 District Manager. 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, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued



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- meetings, special/additional meetings (not including workshops);
- 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;
- 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 District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager 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 District Manager.

- III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager 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 District Manager shall 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 District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.
- 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 District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. **TERM.** The District Manager's services as provided in this Contract shall commence on October 1, 2026. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager 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 District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager'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 shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.
- 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, District Manager 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 District Manager 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 District Manager 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 shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage,



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transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager'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 shall be billed monthly on an hourly basis for the hours incurred at the District Manager'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 District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) 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 District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- 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 District Manager.
- 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 District Manager 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, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its



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subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager 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 District Manager. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein.
- B. By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager 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 District Manager to undertake any action or implement a policy of the Board which District Manager 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 District Manager 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, District Manager shall 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. District Manager shall 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 forty-five (45) 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 forty-five (45) 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 Hillsborough 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.



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- 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 District Manager.
- F. The District Manager 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 District Manager agrees to take steps to repair any damage resulting from the District Manager'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 District Manager 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 District Manager, its employees, officers, or agents 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 District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/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 District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

DISTRICT MANAGER INDEMNIFICATION. The District Manager 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 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 District Manager. 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 District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of



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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. WAIVER OF DAMAGES. The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the scope of this Agreement, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

XV. ANTI-HUMAN TRAFFICKING. Pursuant to Section 787.06, Florida Statutes, District Manager represents that in entering into this Agreement, the District Manager does not use coercion for labor or services as defined in the statute. The District Manager is required to provide an affidavit, signed by an officer or a representative of the District Manager with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

XVI. 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 District Manager 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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attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager'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 District Manager, the District Manager 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 DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'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.

- XIX. 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: Shell Point Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

With a copy to: Straley Robin Vericker
1510 West Cleveland Street
Tampa, FL 33606
Attn: District Counsel
vbabbar@srvlegal.com

If to the District Manager: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

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. 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 District Manager may deliver Notice on behalf of the District and the District Manager, 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



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by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XX. EFFECTIVE DATE.** This Contract shall become effective on October 1, 2026, and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XXI. 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.
- XXII. 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 District Manager 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.
- XXIII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager 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.
- XXIV. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager 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 District Manager 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 District Manager and their respective representatives, successors, and assigns.
- XXV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager 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 District Manager 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.



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XXVI. ARM'S LENGTH TRANSACTION. This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager 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 shall not be interpreted or construed against any party.

XXVII. 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.

XXVIII. E-VERIFICATION. Pursuant to Section 448.095(2), Florida Statutes,

- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
- C.** If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

XXIV. FORCE MAJEURE. The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is



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prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a “**Force Majeure**”), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party’s performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXVV. DISCLOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

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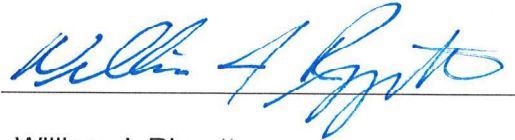
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Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY:



PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

August 31, 2026

SHELL POINT COMMUNITY DEVELOPMENT DISTRICT

BY:


Brittany Schwartzbauer (Sep 8, 2026 16:13:31 EDT)

PRINTED NAME:

Brittany Schwartzbauer

TITLE:

Chairman/Vice Chairman

DATE:

09/08/2026

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy
- Exhibit E** – Human Trafficking Affidavit



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EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services shall 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, FloridaCommerce 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 FloridaCommerce and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with FloridaCommerce 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.
 - 15. File name and location of the Registered Agent and Office location annually with FloridaCommerce and the County.
 - 16. Provide for submitting the regular meeting schedule of the Board to County.



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17. Provide District Map and update as provided by the District's Engineer as needed to the FloridaCommerce 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 Bondholders 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.

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.



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- 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.



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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

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 bondholders 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 SERVICES 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, bondholder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.



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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. Cash Management:

1. Investment administration of the District's general fund and debt service fund.
2. Provide periodic banking analyses and present to the Board, as deemed necessary.
3. Monitor cash balances and bring to the Board's attention any emerging balance issues and other matters related to effective cash management.

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.

WEBSITE MANAGEMENT:

A. Website Management:

1. Consultant shall manage the content of the website in compliance with Chapter 189.069, Florida Statutes. Consultant shall maintain the domain for the District. Consultant shall provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.

Required Website Content: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites are required to include and make available the following information or documents, which requirements may be changed from time to time. Changes to the requirements may be subject to additional fees:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- f. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.



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- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- k. The budget of the special district and any amendments thereto in accordance with s. 189.016.
- l. Tentative budgets shall be posted at least two (2) days before the budget hearing and remain on District website for forty-five (45) days.
- m. Final adopted budgets shall be posted within thirty (30) days after adoption and remain on District website for two (2) years.
- n. Budget amendments shall be posted within five (5) days after adoption and remain on District website for two (2) years.
- o. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district or a link to the District's most recent final, complete audit report on the Auditor General's website.
- p. A listing of the District's regularly scheduled public meetings as required by s. 189.015(1).
- q. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- r. At least seven (7) days before each meeting or workshop, the agenda of the event, The information must remain on the website for at least one (1) year after the event.

ADDITIONAL SERVICES:

A. Meetings

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

B. Financial Reports

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



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- 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;

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.



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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.

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EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

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

	MONTHLY	ANNUALLY
Management:	\$1,233.33	\$14,800
Administrative:	\$308.33	\$3,700
Accounting:	\$1,079.17	\$12,950
Financial Services & Revenue Collections:	\$154.17	\$1,850
Assessment Roll: ⁽¹⁾		\$3,000
Continuing Disclosure:	\$416.67	\$5,000
Website Management:	\$100.00	\$1,200
Total Standard On-Going Services:	\$3,291.67	\$42,500

(1) Assessment Roll is to be billed in one lump-sum upon completion.

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ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 200
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 200
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 125
Two+ Lots (on tax roll)	Per Occurrence	\$ 150
One Lot (direct billed by the District)	Per Occurrence	\$ 150
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 200
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 250
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 300
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 150/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 150
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
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
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
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

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

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



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LITIGATION SUPPORT SERVICES:

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Director	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00



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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 shall 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 shall 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 shall 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 Agreement.



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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 shall 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
Affidavit for Anti-Human Trafficking
Section 787.06(14), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared William J. Rizzetta, who being duly sworn, deposes and says (the "**Affiant**");

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the President (Title) of Rizzetta & Company, Incorporated (the "**Company**") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Shell Point Community Development District ("**CDD**").
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

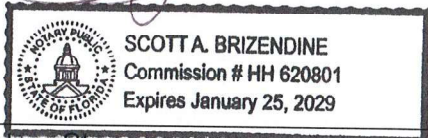
I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.


Signature of Affiant

Sworn before me on August 31, 2026


Notary Public Signature


Notary Stamp



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Shell Point CDD - District Management Contract (2)

Final Audit Report

2026-09-08

Created:	2026-09-01
By:	Taylor Nielsen (tnielsen@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbxne7PzVE_ckJmKi5miIGHXxnhgkEw0S

"Shell Point CDD - District Management Contract (2)" History

-  Document created by Taylor Nielsen (tnielsen@rizzetta.com)
2026-09-01 - 6:09:57 PM GMT
-  Document emailed to Brittany Schwartzbauer (seat2@shellpointcdd.com) for signature
2026-09-01 - 6:10:05 PM GMT
-  Email viewed by Brittany Schwartzbauer (seat2@shellpointcdd.com)
2026-09-08 - 8:12:47 PM GMT
-  Document e-signed by Brittany Schwartzbauer (seat2@shellpointcdd.com)
Signature Date: 2026-09-08 - 8:13:31 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE
-  Agreement completed.
2026-09-08 - 8:13:31 PM GMT