



Rizzetta & Company

Palmetto Ridge Community Development District

**Board of Supervisors' Meeting
November 14, 2023**

**District Office:
5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544
813.933.5571**

www.palmettoridgecdd.org

PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

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

www.palmettoridgecdd.org

District Board of Supervisors	Shawn Riordan Jim Harvey Candice Bain Greg Meath Troy Simpson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jillian Minichino	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Kutak Rock
District Engineer	Boyan Pargov	Heidt Design, LLC

All Cellular phones and pagers must be turned off while in the meeting room.

All cellular phones and pagers must be turned off while in the meeting room.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

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

Board of Supervisors
Palmetto Ridge Community
Development District

November 6, 2023

Dear Board Members:

The regular meeting of the Board of Supervisors of the Palmetto Ridge Community Development District will be held on **Tuesday, November 14, 2023 at 9:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors’ Meeting held on September 12, 2023.....Tab 1
 - B. Ratification of August 2023 Operation and Maintenance Expenditures.....Tab 2
- 4. BUSINESS ITEMS**
 - A. Ratification of Fiscal Year 2023/2024 Insurance Renewal.....Tab 3
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 1. Presentation of District Manager Report.....Tab 4
 2. Presentation of 3rd Quarter Website Audit.....Tab 5
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,

Jillian Minichino

Jillian Minichino
District Manager

Tab 1

MINUTES OF MEETING

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

**PALMETTO RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Palmetto Ridge Community Development District was held on **Tuesday, August 12, 2023, at 9:02 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Shawn Riordan	Board Supervisor, Chairman
Candice Bain	Board Supervisor, Assistant Secretary
Greg Meath	Board Supervisor, Assistant Secretary

Also present were:

Jillian Minichino	District Manager, Rizzetta & Company
Scott Brizendine	VP Operations, Rizzetta & Company
Jere Earlywine	District Counsel, KE Law Group <i>(via conference call)</i>

Audience	None
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FIRST ORDER OF BUSINESS **Call to Order**

Ms. Minichino called the meeting to order at 9:02 a.m.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

There was no audience in attendance.

THIRD ORDER OF BUSINESS **Consideration of Minutes of the Board of Supervisors' Meeting held on June 26, 2023**

Ms. Minichino presented the June 26, 2023, meeting minutes and asked if there were any changes. There were none.

On a Motion by Ms. Bain, seconded by Mr. Riordan, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' special meeting held on June 26, 2023, as presented for the Palmetto Ridge Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of Operation &
Maintenance Expenditures for May
through July 2023**

Ms. Minichino presented the Operation and Maintenance Expenditures. There were no questions.

On a Motion by Ms. Bain, seconded by Mr. Meath, with all in favor, the Board of Supervisors ratified the May 2023 (\$0.00), June 2023 (\$0.00), and July 2023 (\$10,914.96) Operation and Maintenance Expenditures, for the Palmetto Ridge Community Development District.

FIFTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2023/2024 Final Budget**

On a Motion by Ms. Bain, seconded by Mr. Meath, with all in favor, the Board of Supervisors opened the public hearing on fiscal year 2023-2024 final budget, for the Palmetto Ridge Community Development District.

Ms. Minichino reviewed the budget totaling \$162,363 noting that is mainly an administrative budget that will be funded with developer contributions. There were no questions put forward.

On a Motion by Ms. Bain, seconded by Mr. Meath, with all in favor, the Board of Supervisors closed the public hearing on fiscal year 2023-2024 final budget, for the Palmetto Ridge Community Development District.

i. Consideration of Resolution 2023-09, Adopting Fiscal Year 2023/2024 Final Budget

On a Motion by Mr. Meath, seconded by Mr. Riordan, with all in favor, the Board of Supervisors approved Resolution 2023-09, adopting fiscal year 2023-2024 final budget totaling \$162,363, for the Palmetto Ridge Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2023-
2024 Funding Agreement**

Ms. Minichino presented the funding agreement stating that it contains similar language to the current funding agreement.

115 **TENTH ORDER OF BUSINESS** **Audience Comments and Supervisor**
116 **Requests**

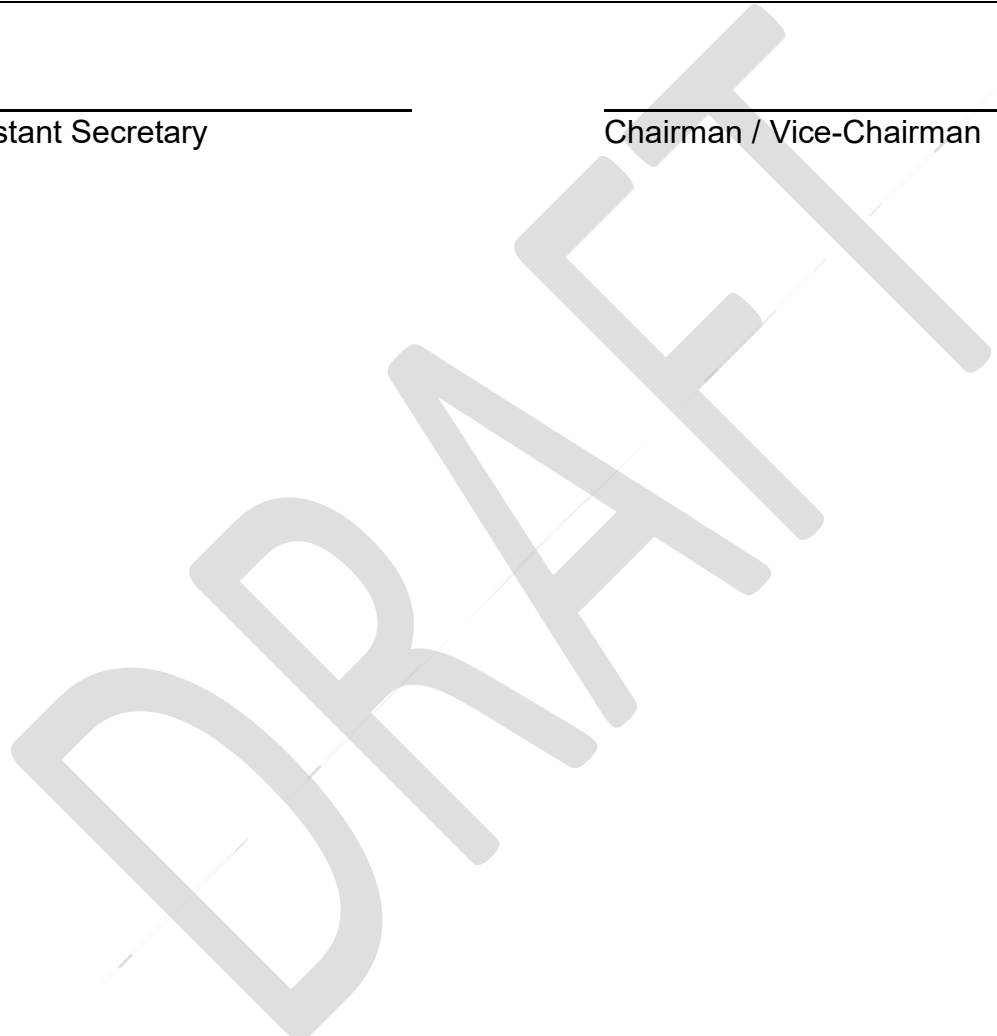
117
118 There were no audience comments or Supervisor requests.

119 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

On a motion from Mr. Meath, seconded by Ms. Bain, with all in favor, the Board of Supervisors adjourned the meeting at 9:11 a.m. for Palmetto Ridge Community Development District.

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_____ Assistant Secretary	_____ Chairman / Vice-Chairman
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Tab 2

PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures August 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$5,228.50**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Palmetto Ridge Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Heidt Design, LLC	100029	48368	Engineering Services 07/23	\$ 125.00
Kutak Rock, LLP	100030	3251980	Legal Services 06/23	\$ 353.50
Pasco County Property Appraiser	100031	Non-Ad Valorem Assessment 05/23-619	Non-Ad Valorem Assessment 05/23	\$ 750.00
Pasco County Tax Collector	100032	Non-Ad Valorem Assessment 05/23	Non-Ad Valorem Assessment 05/23	\$ 700.00
Rizzetta & Company, Inc.	100028	INV0000082261	District Management Fees 08/23	<u>\$ 3,300.00</u>
Report Total				<u>\$ 5,228.50</u>



HEIDT DESIGN

P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Invoice

Attention:
Rizzetta & Company
Palmetto Ridge CDD
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

Invoice Number: 48368
Invoice Date: July 31, 2023
Month Ending: July 31, 2023
Project Manager: PARGOV, BOYAN V.
Project Number: CDD PR 1002

Project Name: Palmetto Ridge CDD District Engineer Services (Interim)

		Hours	Rate	Amount
District Engineer	CDD Special Meeting	.50	250.00	\$125.00
Total Professional Services		.50		\$125.00

Invoice Total \$125.00

RECEIVED
07/25/23

Payment prior to the 15th of the month following the date of this invoice will qualify for a 2% discount.

Payment is due no later than the 25th of the month following the date of this invoice. Failure to pay the amount due within the time frame set forth herein shall result in an interest charge accruing in accordance with our contract. Please contact RikkiLee Glass if you should have a question concerning this invoice.

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

July 18, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3251980

Client Matter No. 36223-1

Notification Email: eftgroup@kutakrock.com

Palmetto Ridge CDD

Rizzetta & Company

Unit 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3251980

36223-1

Re: General Counsel

For Professional Legal Services Rendered

05/02/23	A. Ligas	0.10	23.50	Follow up on assignment of funding agreement and send the same for signature
06/03/23	J. Earlywine	0.20	59.00	Review draft agenda and open items; email regarding same
06/16/23	J. Earlywine	0.50	147.50	Prepare budget resolution and notice, and funding agreement; email regarding same
06/23/23	J. Earlywine	0.10	29.50	Email regarding agenda
06/26/23	A. Ligas	0.40	94.00	Prepare for and call in for board meeting

TOTAL HOURS 1.30

TOTAL FOR SERVICES RENDERED \$353.50

TOTAL CURRENT AMOUNT DUE \$353.50

RECEIVED
07/18/23

PALMETTO RIDGE
COMMUNITY DEVELOPMENT DISTRICT

District Office ~ 3434 Colwell Avenue ~ Suite 200 ~ Tampa, Florida 33614

Check Request

Amount: \$ 750.00

Project Name: Pasco County Property Appraiser
Interlocal Agreement

Date: 5/9/2023

Payable To: Pasco County Property Appraiser

Mail to Address: PO Box 401

Dade City, FL 33526-0401
ATTN: Gayle Pavek

Requested By: Kayla Connell

Manager Approval: _____

**INTERLOCAL AGREEMENT BETWEEN PALMETTO RIDGE CDD
AND THE PASCO COUNTY PROPERTY APPRAISER
REGARDING NON-AD VALOREM AND/OR SPECIAL ASSESSMENTS**

THIS INTERLOCAL AGREEMENT made and entered into in duplicate this 9th day of May AD 2023 by and through its Board of Directors, hereinafter referred to as “District”, and Mike Wells in his official capacity as Property Appraiser of Pasco County, Florida, hereinafter referred to as the “Property Appraiser”. For the purposes of this agreement non-ad valorem assessments and special assessments are hereinafter referred to as “non-ad valorem assessments”.

WITNESSETH

WHEREAS, the District is authorized to impose non-ad valorem assessments and by resolution has expressed its’ intent to use the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes; and,

WHEREAS, chapter 197, Florida Statutes, requires that the District enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred implementing the uniform method; and,

WHEREAS, chapter 197, Florida Statutes, provides that the District shall compensate the Property Appraiser for necessary administrative costs, and,

WHEREAS, the District and the Property Appraiser agreed to include the non-ad valorem assessments on the Notice of Proposed Property Taxes (also known as the Truth-in-Millage notice or TRIM) and,

WHEREAS, a separate agreement between the District and the Pasco County Tax Collector must be entered into that expresses the responsibility of the Pasco County Tax Collector and the District regarding the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes before this agreement becomes serviceable.

NOW, THEREFORE, in consideration of the mutual covenants and convictions herein set forth, the parties hereby agree as follows:

1. The District will impose non-ad valorem assessments using the uniform method of levy, collection, and enforcement under the provisions of chapter 197, Florida Statutes.

2. The District agrees to reimburse the Property Appraiser for necessary administrative costs pursuant to section 197.3632 (2), Florida Statutes, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, programming, and postage. For the 2023 budget year, the parties hereto agree that the District will fund the Property Appraiser's general budget in the amount of Seven Hundred Fifty Dollars (\$750.00), for administrative costs associated with the establishment of the non-ad valorem assessment district and for amending non-ad valorem district boundaries. Thereafter there will be an annual fee of One Hundred Fifty Dollars (\$150.00) for the annual inclusion on the Notice of Proposed Property taxes as defined in this agreement. Such administrative costs include but are not limited to, costs incurred for providing information to the District for the development of the non-ad valorem assessment roll pursuant to chapter 197, Florida statutes; for including information regarding the non-ad valorem assessment on the Notice of Proposed Property taxes; for providing the District with a copy of the non-ad valorem assessment roll upon request by the District so that it may be certified to the Property Appraiser in accordance with the time frame pursuant to the Florida Statutes or schedules as promulgated by the Property Appraiser. The District will be responsible for providing a copy of the non-ad valorem assessment roll to the Property Appraiser on compatible electronic medium.

3. Either party may terminate this agreement without cause upon giving the non-terminating party 30 days written notice prior to the effective date of determination. In the event that the District does not reimburse the Property Appraiser for the cost incurred as provided herein, the Property Appraiser may terminate this agreement upon (10) days written notice of his election to terminate pursuant to this section.

- a. In the event that either party terminates this agreement, the Property Appraiser shall be reimbursed a pro rata amount to adequately compensate his office for that portion of work or services performed prior to termination date.
- b. In the event funds to reimburse to the Property Appraiser for cost incurred for completion of the above reference services become unavailable, the District may terminate this agreement upon no less than 24 hours' notice, written and delivered to the Property Appraiser.
- c. The District shall be the final authority as to the availability of funds. Notice of termination shall be sent by certified mail, return receipt requested, or shall be delivered in person with a sign proof of delivery.

Notice to the District shall be sent to: Rizzetta & Company
3434 Colwell Ave Suite 200
Tampa, Florida 33614-8390

Notice to the Property Appraiser shall be sent to: Mike Wells
Pasco County Property Appraiser
PO Box 401
Dade City, FL 33525-0401

A copy of any notice sent hereunder shall be sent to: Mike Fasano, Pasco County Tax Collector
PO Box 276
Dade City, FL 33526-0276

4. Waiver of breach of any provision of this agreement shall not be deemed a waiver of any other breach, and shall not be construed to be a modification of the terms of this agreement.

5. Fees for the establishment of a non-ad valorem assessment district shall be delivered, with the signed agreement on or before *January 14, 2023. Subsequent annual fees will be due on or before June 1st of each year. All sums due from the District to the Property Appraiser will bear interest at the rate of 12 per cent (12%) per annum, if delinquent, in accordance with section 218.74, Florida Statutes.

6. The term of this agreement shall commence on *January 1, 2023, and shall automatically renew thereafter for subsequent periods not to exceed one (1) year each so long as the District is current on the payments required pursuant to Paragraph 5 of this agreement, unless terminated pursuant to Paragraph 3 of this agreement.

7. The parties shall abide by all Statutes, rules and regulation pertaining to the levy and collections of non-ad valorem assessments, and any ordinances promulgated by the District not inconsistent with, or contrary to, the provision of chapter 197, Florida Statutes, or applicable statutes and any subsequent amendments to said Statutes.

8. The District shall be responsible for imposing non-ad valorem assessment pursuant to general and special law and all other applicable requirements relating to the establishment of non-ad valorem assessments, which are collected in the same manner as ad valorem taxes are collected.

9. The District further agrees that it will strictly follow and be responsible for complying with the following procedures and conditions:

a. Using electronic data supplied by the Property Appraiser the District shall determine and identify the names and addresses of the property owners, the descriptions, parcel number and the of the assessment of the parcels subject to the non-ad valorem assessments under this agreement.

b. It will be solely at that District's expense and pursuing to the District's responsibility to develop and provide to the Property Appraiser, on electronic medium, a list of the parcels to be assessed.

c. The Property Appraiser on the Property Appraiser's database shall maintain the District's non-ad valorem assessment information.

d. The District shall meet the Property Appraiser's imposed deadline and timetables as administered and determined by the Property Appraiser.

10. The Property Appraiser shall merge the non-ad valorem assessment information with the ad valorem information in such a way that property owners will receive a notice of non-ad valorem assessments on the notice of propose property taxes in manner that will comply with section 197.3632, Florida Statutes.

11. In the event the Property Appraiser is named as a party or otherwise joined in litigation challenging non-ad valorem assessment(s) subject to this agreement, the Property Appraiser shall provide for his own legal representation, and shall be entitled to reimbursement from the District for reasonable attorney fees and costs associated with such representation. Furthermore, the District shall indemnify the Property Appraiser against any claim, cause of action or suit arising out of, or in connection with any claim negligence action or inaction on the part of the District.

12. This agreement may not be assigned by either party without prior written consent from the non-assigning party.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

PALMETTO RIDGE CDD

BY: _____

Attest: _____

PASCO COUNTY PROPERTY APPRAISER

By: _____

*Notwithstanding the date in Paragraph 5 and Paragraph 6, this Agreement shall be effective upon execution by both parties and payment of administrative fees as stated in Paragraph 2.

PALMETTO RIDGE
COMMUNITY DEVELOPMENT DISTRICT

District Office ~ 3434 Colwell Avenue ~ Suite 200 ~ Tampa, Florida 33614

Check Request

RECEIVED
05/17/23

Amount: \$ 700.00

Project Name: Pasco County Tax Collector Interlocal Agreement

Date: 5/16/2023

Payable To: Pasco County Tax Collector

Mail to Address: PO Box 276

Dade City, FL 33526

ATTN: Janet Oroz

Requested By: Kayla Connell

Manager Approval: _____



MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

POST OFFICE BOX 276 • DADE CITY, FLORIDA 33526-0276

May 11, 2023

Kayla Connell
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

Re: The Palmetto Ridge Community Development District
Resolution 2023-05

Dear Ms. Connell:

This will acknowledge receipt of the District's above referenced Resolution.

Chapter 197.3632(2) F.S. provides that a written agreement be executed by the Tax Collector and local governing board as a prerequisite to the collection of a non-ad valorem assessment. Our policy requires payment of a non-refundable administrative fee in the amount of \$700.00 with the submission of the contract.

Attached is the original contract. Please execute both and return to me together with your check in the amount of \$700.00. I will execute and return an original to you. We must receive the contract and payment no later than March 1, 2024 in order to collect the assessments on the 2024 tax roll.

Thank you for your cooperation.

Best wishes,

Mike Fasano
Tax Collector

MF/jlo
Enclosure

cc: Tim Couet, Deputy Tax Collector
Abby Noyes, Director of Finance
Jody Grove, Director of IT
Michele Musser, Tax Manager

FOR YOUR CONVENIENCE:

EAST PASCO GOVERNMENT CENTER
DADE CITY
TELEPHONE 352.521.4360

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY
TELEPHONE 727.847.8165

TAX COLLECTOR BUILDING
GULF HARBORS
TELEPHONE 727.847.8165

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES
TELEPHONE 813.235.6020

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL
TELEPHONE 813.235.6020

**INTERLOCAL AGREEMENT BETWEEN
PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT
AND THE PASCO COUNTY TAX COLLECTOR
REGARDING NON-AD VALOREM AND/OR SPECIAL ASSESSMENTS**

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into in duplicate this ____ day of _____, 2023, by and between **PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a political subdivision of the State of Florida (hereinafter the "District"), whose address is 3434 Colwell Avenue, Suite 200 Tampa, FL 33614 and the **PASCO COUNTY TAX COLLECTOR**, a constitutional officer of the state of Florida (hereinafter the "Tax Collector"), whose address is 14236 6th Street, Dade City, Florida 33523.

W I T N E S S E T H :

WHEREAS, the District is authorized to impose special assessments for non ad valorem assessments and by Resolution Number 2023-05 adopted the 15th day of November, 2022, has expressed its intent to use the uniform method of notice, levy, collection and enforcement of assessments (hereinafter referred to as the "Uniform Collection Method"), as authorized by Section 197.3632 and Section 190.011(14), Florida Statutes for the notice, levy, collection and enforcement of the annual District assessments; and

WHEREAS, the Uniform Collection Method, with its enforcement provisions, including the sale of tax certificates and issuance of tax deeds in the event of enforcing against any delinquencies, is believed to be a fairer methodology to collect non ad valorem assessments from a delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the Uniform Collection Method is believed to be a more efficient manner of collection due to the fact that the assessment will be placed on the tax notice issued by the Tax Collector, thereby hopefully producing positive economic benefits to the District; and

WHEREAS, the Uniform Collection Method is believed to eliminate confusion and to

promote local government accountability; and

WHEREAS, Section 197.3632(2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing the Uniform Collection Method; and

WHEREAS, Section 197.3632(7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge the District's non ad valorem assessments roll with the ad valorem tax roll to produce the annual tax notice; and

WHEREAS, Section 197.3632(8)(c), Florida Statutes, provides that the District shall compensate the Tax Collector pursuant to the provisions of Section 192.091(2)(b)(2), Florida Statutes, or the Tax Collector at its option shall be compensated for collecting its non ad valorem assessments based on the actual costs of collection, whichever is greater.

NOW, THEREFORE, for and in consideration of the foregoing as well as the mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect, and enforce the collection of, those certain non ad valorem assessments levied by the District; and to include compensation by the District to the Tax Collector, pursuant to Section 197.3632(8)(c), Florida Statutes, for any costs involved in separate mailings because of non merger of any non ad valorem assessment roll as certified by the District, pursuant to Section 197.3632(7), Florida Statutes; and to address the reimbursement of the necessary administrative costs, including but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and

enforcement duties imposed upon the Tax Collector by the Uniform Collection Method, as provided in Section 197.3632(2), Florida Statutes.

Article II

Term

The Term of this Agreement shall commence on the date that this Agreement is executed by both parties hereto and shall continue through and end on December 31, 2024. Thereafter, this Agreement shall automatically be renewed for successive periods, not to exceed one (1) year each, unless the parties hereto, prior to December 31st of any year, have negotiated and executed a subsequent written agreement providing for the continuation of such collection by the Tax Collector, under such terms and conditions as may then be imposed by said subsequent agreement. Notwithstanding the foregoing, the District shall inform the Tax Collector, as well as the Pasco County Property Appraiser and the Florida Department of Revenue, by January 10th, in any calendar year if the District intends to discontinue using, in the following calendar year, the Uniform Collection Method of collecting the non ad valorem assessments referred to in this Agreement.

ARTICLE III

Compliance With Laws And Regulations

The parties hereto shall abide by all statutes, rules and regulations pertaining to the levy and collection of non ad valorem assessments, and any ordinances promulgated by District not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly

promulgated pursuant to these statutes by the Department of Revenue.

ARTICLE IV

Duties and Responsibilities of the District

The District agrees, covenants and contracts to:

- (a) Be solely responsible for imposing and levying valid non ad valorem assessments.
- (b) Indemnify and hold Tax Collector harmless from any and all claims, liability, loss damage, expense, suits, judgments, counsel fees and/or costs relating to any imposition or levy by the District hereunder.
- (c) Compensate the Tax Collector pursuant to Section 197.3632(8)(c), Florida Statutes, as opted by the Tax Collector on an annual basis during the term of this Agreement.
- (d) Reimburse Tax Collector for necessary costs for the collection and enforcement of the applicable non ad valorem assessments by the Tax Collector under the new uniform law, pursuant to Section 197.3632(2), Florida Statutes, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
- (e) Pay for or, alternatively, to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non ad valorem assessment roll certified by the District pursuant to Section 197.3632(7), Florida Statutes.
- (f) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the new Uniform Collection Method pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of Revenue thereunder.

(g) By July 7, of each calendar year, the Chairperson of the governing board of District, or his/her designee, shall officially certify to the Property Appraiser the preliminary non ad valorem assessment roll for publication on the Notice of Proposed Property Taxes (also known as the TRIM Notice). The preliminary non ad valorem assessment roll must be submitted on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. Accompanying the preliminary non ad valorem assessment roll shall be public hearing information for inclusion on the Notice of Proposed Property Taxes. The District shall post the non ad valorem assessment for each parcel on the said non ad valorem assessment roll and shall exercise its responsibility that such non ad valorem assessment roll be free of errors and omissions. The District shall inform Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of any year, if it intends to discontinue using the Uniform Collection Method in the following calendar year.

(h) By September 15th of each calendar year, the Chairperson of the governing board of District, or his/her designee, shall officially certify to the Property Appraiser the final non ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The District shall post the non ad valorem assessment for each parcel on the said non ad valorem assessment roll and shall exercise its responsibility that such non ad valorem assessment roll be free of errors and omissions. The District shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of any year, if it intends to discontinue using the Uniform Collection Method in the following calendar year.

(i) The District agrees to cooperate with the Tax Collector to implement the Uniform Collection Method pursuant to, and consistent with, all the provisions of Section 197.3632 and 197.3635, Florida Statutes, or its successor statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

(j) The District agrees that, as to any cost, fee or expense to be paid or reimbursed to Tax Collector hereunder, Tax Collector may, at its option, deduct the same from any disbursement to the District.

ARTICLE V

Duties of the Tax Collector

(a) The Tax Collector shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non ad valorem assessments for the District pursuant to Section 197.3632 and 197.3635, Florida Statutes and their successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions, adopted by the District, so long as said ordinances and resolutions shall clearly state the District's intent to use the Uniform Collection Method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Section 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

(b) Tax Collector shall collect the non ad valorem assessments of District as certified no later than September 15, of each calendar year on compatible electronic medium, tied to the property identification number of each parcel, and in the format used by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue and if free of errors or omissions.

(c) The Tax Collector agrees to cooperate with the District in the implementation of the Uniform Collection Method for collection and enforcing non ad valorem assessments pursuant to Section 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any such non ad valorem assessment roll that is not officially certified by the District by September 15th of each calendar year on compatible electronic medium tied to the property identification number and in the format used by the Property Appraiser on the ad valorem roll submitted to the Department of Revenue.

(d) If the Tax Collector discovers errors or omissions on such roll, he may request the District to file a corrected roll or a correction of the amount of any assessment and the District shall bear the costs of any such error or omission.

(e) If Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non ad valorem assessment or shall direct the District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of the delay in multiple notices. If such a separate mailing is effected, the District shall bear all costs associated with the separate mailing for the non ad valorem assessment that could not be merged, upon timely billing by the Tax Collector.

Agreement.

- (d) Time is of the essence of this Agreement and of each provision hereof.
- (e) In the event of litigation to enforce any part of this Agreement, the prevailing party shall be entitled to recover from the other party or parties a reasonable attorneys' fee (both at the trial and appellate levels) and costs.
- (f) The paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants.
- (g) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The designated venue for any action or lawsuit pertaining to this Agreement shall be the state courts located in Pasco County, Florida.
- (h) The parties hereto agree that they have had the opportunity to consult with their respective counsels in this matter and hereby acknowledge that both have sought and received the advice of their respective counsels in connection with the meaning and import of each provision of this Agreement. As a result, both parties hereby enter into this Agreement with full understanding of the terms and conditions contained herein.
- (i) This Agreement may not be amended, modified or revised unless in a written addendum signed by the authorized representatives of both parties. Any other attempt at amending, modifying or revising this Agreement shall be null, void and of no force or effect.
- (j) The parties hereto represent and warrant to the other that (a) they are duly organized, qualified and existing entities under the laws of the state of Florida, and (b) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.
- (k) If any clause or provision of this Agreement is found to be illegal, invalid, or

unenforceable under present or future laws effective during the Term or any renewal period of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

(l) This Agreement constitutes the sole and entire understanding between the parties hereto and supersedes all prior representations, agreements and understandings between the parties related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate for the uses and purposes expressed herein on the day and year first above written.

WITNESS:

**PALMETTO RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
CHAIRPERSON

Date

"TAX COLLECTOR"

PASCO COUNTY TAX COLLECTOR,
a constitutional officer of the state of Florida

WITNESS:

By: _____
MIKE FASANO, TAX COLLECTOR

Date

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
8/1/2023	INV0000082261

Bill To:

Palmetto Ridge CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
August	Upon Receipt	00619

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,250.00	\$1,250.00
Administrative Services	1.00	\$350.00	\$350.00
Management Services	1.00	\$1,600.00	\$1,600.00
Website Compliance & Management	1.00	\$100.00	\$100.00
Subtotal			\$3,300.00
Total			\$3,300.00

RECEIVED
 07/26/23

Tab 3



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Palmetto Ridge Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Palmetto Ridge Community Development District
c/o Rizzetta & Co
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123931

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
Not Applicable		Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
Not Applicable		Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
Per Attached Schedule		Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery	Not Applicable	Not Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Palmetto Ridge Community Development District
c/o Rizzetta & Co
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123931

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,860
Public Officials and Employment Practices Liability	\$2,340
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$5,200

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

Tab 4



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** December 12, 2023 @ 9:00 AM
- **Next Landowners' Election:** November 2024 for seats 1, 2 and 3 presently held by Candice, Troy and Greg.

District
Manager's
Report

November 14

2023

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<u>FINANCIAL SUMMARY</u>	<u>9/30/2023</u>
General Fund Cash & Investment Balance:	\$8,546
Total Cash and Investment Balances:	\$8,546
General Fund Expense Variance: \$119,135	Under Budget

Tab 5



Quarterly Compliance Audit Report

Palmetto Ridge

Date: October 2023 - 3rd Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

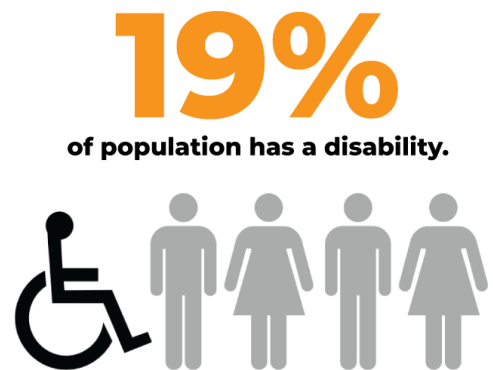
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
X	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
X	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
X	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitertools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web