

# Palmetto Ridge Community Development District

# Board of Supervisors' Meeting January 9, 2024

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

www.palmettoridgecdd.org

Professionals in Community Management

### 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 Office forty-eight (48) the District at least 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** 

December 29, 2023

Dear Board Members:

The regular meeting of the Board of Supervisors of the Palmetto Ridge Community Development District will be held on Tuesday, January 9, 2024 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 tentative 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, 2023Tab 1

B. Ratification of August, September, October, and November 

#### **BUSINESS ITEMS** 4.

- Ratification of Fiscal Year 2023/2024 Insurance Renewal......Tab 3 A.
- Β.

#### 5. **STAFF REPORTS**

- District Counsel A.
- **District Engineer** Β.
- C. **District Manager** 
  - Presentation of District Manager Report......Tab 5 1.
  - 2.
- AUDIENCE COMMENTS AND SUPERVISOR REQUESTS
- 7. **ADJOURNMENT**

6.

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,

### Iillian Minichino

Jillian Minichino District Manager

Tab 1

1 2 2	Ν	<b>/INUTES OF</b>	MEETING	
3 4 5 6 7 8	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.			
9 10 11	PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT			
12 13 14 15	The regular meeting of the Board of Supervisors of Palmetto Ridge Community Development District was held on <b>Tuesday, August 12, 2023, at 9:02 a.m.</b> at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.			
16 17 18	Present and constituting a quorum	ו:		
19 20 21 22 23	Shawn Riordan Candice Bain Greg Meath	Board Supe	ervisor, Chairman ervisor, Assistant Secretary ervisor, Assistant Secretary	
24 25	Also present were:			
26 27 28 29	Jillian Minichino Scott Brizendine Jere Earlywine	VP Operation	nager, Rizzetta & Company ons, Rizzetta & Company Insel, KE Law Group nce call)	
30 31	Audience	None		
32 33	FIRST ORDER OF BUSINESS		Call to Order	
34 35 36	Ms. Minichino called the me	eeting to orde	r at 9:02 a.m.	
36 37 38	SECOND ORDER OF BUSINES	S	Audience Comments on Agenda Items	
39 40	There was no audience in	attendance.		
41 42 43	THIRD ORDER OF BUSINESS		Consideration of Minutes of the Board of Supervisors' Meeting held on June 26, 2023	
44 45 46 47	Ms. Minichino presented the any changes. There were none.	e June 26, 202	23, meeting minutes and asked if there were	

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. 48 49 FOURTH ORDER OF BUSINESS Ratification of Operation & Maintenance Expenditures for May 50 51 through July 2023 52 Ms. Minichino presented the Operation and Maintenance Expenditures. There were 53 54 no questions. 55 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. 56 57 FIFTH ORDER OF BUSINESS Public Hearing on Fiscal Year 2023/2024 Final Budget 58 59 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. 60 Ms. Minichino reviewed the budget totaling \$162,363 noting that is mainly an 61 administrative budget that will be funded with developer contributions. There were no 62 questions put forward. 63 64 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. 65 i. Consideration of Resolution 2023-09, Adopting Fiscal Year 2023/2024 Final 66 Budget 67 68 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. 69 SIXTH ORDER OF BUSINESS Consideration of Fiscal Year 2023-70 71 2024 Funding Agreement 72 Ms. Minichino presented the funding agreement stating that it contains similar 73 74 language to the current funding agreement. 75 76

On a Motion by Ms. Bain, seconded by Mr. Meath, with all in favor, the Board of Supervisors approved the fiscal year 2023/2024 budget funding agreement, for the Palmetto Ridge Community Development District. 77 78 SEVENTH ORDER OF BUSINESS Consideration of Resolution 2023-10, 79 Setting the Fiscal Year 2023/2024 80 Meeting Schedule 81 Ms. Minichino presented Resolution 2023-10, noting the meeting dates that coincide 82 with the current schedule of meeting on the second Tuesday of each month at 9:00 a.m. at 83 84 the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. She confirmed that the schedule can be amended during the 85 86 year if necessary. 87 On a Motion by Ms. Bain, seconded by Mr. Riordan, with all in favor, the Board of Supervisors approved Resolution 2023-10, setting the fiscal year 2023/2024 meeting schedule, as discussed, for the Palmetto Ridge Community Development District. 88 89 EIGHTH ORDER OF BUSINESS Consideration of Resolution 2023-11, 90 **Re-designating a Secretary** 91 Ms. Minichino stated that Mr. Schleifer has transferred to a different division in 92 Rizzetta and is no longer affiliated with CDD matters, therefore Management is 93 recommending that Scott Brizendine be named Secretary. 94 95 On a Motion by Ms. Bain, seconded by Mr. Meath, with all in favor, the Board of Supervisors approved Resolution 2023-11, naming Scott Brizendine Secretary, for the Palmetto Ridge Community Development District. 96 97 NINTH ORDER OF BUSINESS Staff Reports 98 A. District Counsel 99 Mr. Earlywine inquired as to the timing for a transition and indicated that there may 100 have a buyer for the District. 101 102 B. District Engineer 103 104 Not present. 105 106 C. District Manager Report Ms. Minichino reminded the Board of Supervisors of the next meeting scheduled 107 for October 10, 2023, at 9:00 a.m. and reviewed the report. 108 109 110 Ms. Minichino reviewed the 2nd Quarter Website Audit noting that there were no 111 findings. 112 113 114

### 115 **TENTH ORDER OF BUSINESS**

# Audience Comments and Supervisor Requests

116 117

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.

120

- 121
- 122
- 123 Assistant Secretary

Chairman / Vice-Chairman

# 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

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
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	\$	3,300.00

Report Total

5,228.50

\$



### Invoice

Attention: Rizzetta & Company Palmetto Ridge CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614 Invoice Number:48368Invoice Date:July 31, 2023Month Ending:July 31, 2023Project 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



### 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 #10400016 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 HOU	JRS	1.30		

TOTAL FOR SERVICES RENDERED

TOTAL CURRENT AMOUNT DUE

\$353.50



### PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

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

# **Check Request**

Amount:	\$ <u>750.00</u>
	Pasco County Property Appraiser Interlocal Agreement
Date:	5/9/2023
Payable To:	Pasco County Property Appraiser
Mail to Address:	<u>PO Box 401</u>
	<u>Dade City, FL 33526-0401</u> 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 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 1<sup>st</sup> 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 inconsistence 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 nonad 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 nonassigning party.

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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

Ву: \_\_\_\_\_

\*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**



Amount:	\$ <u>700.00</u>
,	<u>Pasco County Tax Collector Interlocal</u> Agreement
Date:	5/16/2023
Payable To:	Pasco County Tax Collector
Mail to Address:	<u>PO Box 276</u>
	<u>Dade City, FL 33526</u> <u>ATTN: Janet Oroz</u>
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 WEST DADE CITY TELEPHONE 352.521.4360 CENTRAL PASCO GOVERNMENT CENTER LAND O'LAKES TELEPHONE 813.235.6020

WEST PASCO GOVERNMENT CENTER NEW PORT RICHEY TELEPHONE 727.847.8165

NTER TAX COLLECTOR BUILDING GULF HARBORS TELEPHONE 727.847.8165 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.

### WITNESSETH:

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.

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(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 10<sup>th</sup> 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.

#### **ARTICLE VI**

### Miscellaneous

(a) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (i) actually received or (ii) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery, courier service, overnight courier, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

To the Tax Collector:Pasco County Tax Collector<br/>Attn: Mike Fasano, or his successor<br/>P.O. Box 276<br/>Dade City, Florida 33526-0276with a copy to:Pasco County Property Appraiser<br/>Attn: Mike Wells, Jr., or his successor<br/>P.O. Box 401<br/>Dade City, Florida 33526-0401

Attn:
, Florida

Attn: \_\_\_\_\_

\_\_\_\_\_, Florida \_\_\_\_\_

(b) This Agreement may not be assigned by either party without the prior written consent from the non-assigning party.

(c) Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this

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

9

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

By:

MIKE FASANO, TAX COLLECTOR

Date

WITNESS:

10

Invoice
Invoice #

8/1/2023 INV000082261

Date

Bill To:

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

	Services for the month of	Terms		CI	Client Number	
	August				00619	
Description		Qty	Rate		Amount	
Accounting Services		1.00	\$1,25		\$1,250.00	
Administrative Services		1.00		0.00	\$350.00	
Management Services		1.00 \$1,6		0.00	\$1,600.00	
Website Compliance & Management		1.00	\$10	0.00	\$100.00	
			_			
				<b>PEC</b>	EIVE	
			1	07/	26/23	
		Subtotal			\$3,300.00	
		Cantola			, - ,	
	-					
		Total		¢2 200 00		
		Total			\$3,300.00	
	L					

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### PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

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

### Operation and Maintenance Expenditures September 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$8,868.00

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

### Palmetto Ridge Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description		Invoice Amount	
Egis Insurance Advisors, LLC	100035	19190	Policy # 100121931 10/01/23-10/01/24	\$	5,200.00	
Rizzetta & Company, Inc.	100034	INV0000083245	District Management Fees 09/23	\$	3,300.00	
Times Publishing Company	100033	0000295056 08/27/23	Acct# 325328 Legal Advertising 08/23	<u>\$</u>	368.00	

### **Report Total**

\$ 8,868.00





Palmetto Ridge Community Development District

CustomerPalmetto Ridge Community<br/>Development DistrictAcct #1261Date08/29/2023Customer<br/>ServiceKristina RudezPage1 of 1

Payment Information					
Invoice Summary	\$	5,200.00			
Payment Amount					
Payment for:	Invoice#19190				
100123931	-				

Thank You

Please detach and return with payment

Customer: Palmetto Ridge Community Development District

\_\_\_\_\_

c/o Rizzetta & Company 3434 Colwell Ave, Suite 200

Tampa, FL 33614

 $\gg$ 

Invoice	Effective	Transaction	Description	Amount	
19190	10/01/2023	Renew policy	Policy #100123931 10/01/2023-10/01/2024 Florida Insurance Alliance Package - Renew policy Due Date: 8/29/2023	5,200.00	
				RECEIVED 09/12/23	
	FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349				
P.O. Box 74	Remit Payment To: Egis Insurance Advisors(321)233-9939DateP.O. Box 748555 Atlanta, GA 30374-855508/29/2023				



#### 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)

Date	Invoice #
9/1/2023	INV000083245

Bill To:

Palmetto Ridge CDD		
	3434 Colwell Avenue	
	Suite 200	
	Tampa FL 33614	

September         Upon Receipt         00019           Accounting Services         1.00         \$1,250.00         \$350.00           Administrative Services         1.00         \$350.00         \$350.00           Management Services         1.00         \$1,000.00         \$1,000.00           Website Compliance & Management         1.00         \$100.00         \$100.00           Vebsite Compliance & Management         1.00         \$100.00         \$100.00           Subtotal         RECEIVED         \$00/31/23         \$3.300.00		Services for the month of	Term	IS	CI	ient Number
Accounting Services         1.00         \$1,250.00         \$1,250.00         \$350.00           Management Services         1.00         \$1,600.00         \$1,600.00         \$1,000.00         \$100.00         \$		September				
Administrative Services         1.00         \$350.00         \$350.00           Management Services         1.00         \$1600.00         \$1600.00           Website Compliance & Management         1.00         \$100.00         \$100.00           1.00         \$100.00         \$100.00         \$100.00           \$100.01         \$100.00         \$100.00         \$100.00	Description		Qty	Rate	9	Amount
Management Services         1.00         \$1,600.00         \$1,600.00           Website Compliance & Management         1.00         \$100.00         \$100.00           Image: Subtrained of the second of the seco	Accounting Services					
Website Compliance & Management       1.00       \$100.00       \$100.00         Image: Substate Compliance & Management         Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate Compliance & Management       Image: Substate & Signate Compliance & Signate & Signa						
Subtotal         \$3,300.00	Management Services			\$1,60	00.00	\$1,600.00
Subtotal         \$3,300.00	Website Compliance & Management		1.00	\$10	00.00	\$100.00
Subtotal         \$3,300.00						
Subtotal         \$3,300.00						
Subtotal         \$3,300.00						
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Subtotal         \$3,300.00						
Subtotal         \$3,300.00						
Subtotal         \$3,300.00						
Subtotal         \$3,300.00					R	CEIVE
					T	08/31/23
<b>Total</b> \$3,300.00			Subtota	I		\$3,300.00
<b>Total</b> \$3,300.00						
<b>Total</b> \$3,300.00						
			Total			\$3,300.00

Invoice



Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355 Fed Tax ID 59-0482470

# ADVERTISING INVOICE

	ADVERTISING IN		RECEIVED
Advertising Run Dates		Advertiser Name	5 702
08/20/23 - 08/27/23	PALMETTO CDD		~~<5
Billing Date	Sales Rep	Custome	r Account
08/27/2023	Deirdre Bonett	325	5328
Total Amount D	)ue	Ad Number	
\$368.00		0000295056	

# PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
08/20/23	08/27/23	0000295056	Times	Legals CLS	Budget Notice	2	2x53 L	\$364.00
08/20/23	08/27/23	0000295056	Tampabay.com	Legals CLS	Budget Notice AffidavitMaterial	2	2x53 L	\$0.00 \$4.00
				2				

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

## Tampa Bay Times tampabay.com

**DEPT 3396** PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

Advertising Run Dates		Adve	rtiser Name
08/20/23 - 08/27/23	PALMETTO CI	סכ	
Billing Date	Sales	Rep	Customer Account
08/27/2023	Deirdre Bonett		325328
Total Amount	Due		Ad Number
\$368.00		0000295056	

#### ADVERTISING INVOICE

Thank you for your business.

PALMETTO CDD C/O RIZZETTA & CO. 3434 COLWELL AVENUE TAMPA, FL 33614

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO:

**REMIT TO:** 

**Times Publishing Company DEPT 3396** PO BOX 123396 DALLAS, TX 75312-3396

TIMES PUBLISHING COMPANY

## **Tampa Bay Times Published Daily**

# STATE OF FLORIDA **COUNTY OF Pasco**

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Budget Notice was published in said newspaper by print in the issues of: 8/20/23, 8/27/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed befo	re me this .08/27/202	3
Signature of Notary Public Personally known	x	or produced identification

Type of identification produced

Notary Public State of Florida Judy Allen My Commission HH 302167 Expires 8/17/2026

}<sub>ss</sub>

PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

SEP-5 1023 NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET(S); AND NOTICE OF **REGULAR BOARD OF SUPERVISORS' MEETING.** 

The Board of Supervisors ("Board") of the Palmetto Ridge Community Development District ("District") will hold a public hearing on September 12, 2023 at 9:00 a.m., and at the offices of Rizzetta & Company's Wesley Chapel office, 5844 Old Pasco Road, Suite 100, Wesley Company's westey (haper office, 5840 of Pasco Road, Silte 100, Westey Chapel, Florida 33544, for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Rizzetta & Company's Wesley Chapel office, 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

> Scott Brizendine District Manager

Run Dates: 8/20/23 and 8/27/23

0000295056

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# PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

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

# Operation and Maintenance Expenditures October 2023 For Board Approval

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

The total items being presented: \$5,841.00

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Palmetto Ridge Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Innersync Studio, Ltd	100037	21754	Annual Website Services FY23/24	\$	1,537.50
Rizzetta & Company, Inc.	100036	INV0000084177	District Management Fees 10/23	\$	4,100.00
Times Publishing Company	100038	0000307189 10/01/23	Acct# 325328 Legal Advertising 10/23	\$	203.50

# **Report Total**

\$ 5,841.00

P.O. Box 18723 Fairfield, OH 45018-0723

# INVOICE

BILL TO Palmetto Ridge CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614 INVOICE # 21754 DATE 10/01/2023 DUE DATE 10/16/2023 TERMS Net 15

Annual service - Oct 1st to Sept 30th	BALANCE DUE	\$1,537.50
CDD Ongoing PDF Accessibility Compliance Service		937.50
CDD Website Services - Hosting, support and training		600.00
DESCRIPTION		AMOUNT

Your <u>Website</u> powered by CAMPUS Suite

and SchoolNow

	Invoice
Date	Invoice #
10/1/2023	INV0000084177

Bill To:

Palmetto Ridge CDD		
	3434 Colwell Avenue	
	Suite 200	
	Tampa FL 33614	

	Services for the month of				Client Number		
	October	Upon F			0619		
Description		Qty	Rate		Amount		
Accounting Services		1.00	\$1,60		\$1,600.00		
Administrative Services		1.00		50.00	\$350.00		
Financial & Revenue Collections Services		1.00		00.00	\$300.00		
Management Services		1.00	\$1,75		\$1,750.00		
Website Compliance & Management		1.00	\$10	00.00	\$100.00		
			1	DEC	EIVE		
				00	121/22		
				-09	21/23		
		Subtotal \$4		\$4,100.00			
				÷ ·, · • • • • •			
	F						
		Total		<b>#4.400.00</b>			
		Total			\$4,100.00		
	L						



Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355 Fed Tax ID 59-0482470

# ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name				
10/ 1/23	PALMETTO C	DD				
Billing Date	Sale	Sales Rep Customer Accour			Sales Rep Customer	
10/01/2023	Deirdre Bonett	Deirdre Bonett 325328				
Total Amount D	Total Amount Due		Ad Number			
\$203.50			0000307189			

# OCT 1 0 2023

# PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
10/01/23	10/01/23	0000307189	Times	Legals CLS	Meeting Schedule	1	2x58 L	\$199.50
10/01/23	10/01/23	0000307189	Tampabay.com	Legals CLS	Meeting Schedule AffidavitMaterial	1	2x58 L	\$0.00 \$4.00
	-							
							1	

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

Advertising Run Dates	Adve	Advertiser Name			
10/ 1/23	PALMETTO CDD				
Billing Date	Sales Rep	Customer Account			
10/01/2023	Deirdre Bonett	325328			
Total Amount I	Due	Ad Number			
\$203.50		0000307189			

REMIT TO:

## ADVERTISING INVOICE

Thank you for your business.

DO NOT SEND CASH BY MAIL PLEASE MAKE CHECK PAYBLE TO: TIME

TIMES PUBLISHING COMPANY

PALMETTO CDD C/O RIZZETTA & CO. 3434 COLWELL AVENUE TAMPA, FL 33614

Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396

#### **Tampa Bay Times** OCT 1 0 2023 **Published Dailv**

# STATE OF FLORIDA **COUNTY OF Pasco**

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Meeting Schedule was published in said newspaper by print in the issues of: 10/1/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

#### Notice of FY 2023/2024 Meeting Schedule **Palmetto Ridge Community Development District**

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2023/2024, regular meetings of the Board of Supervisors of the Palmetto Ridge Community Development District are scheduled to be held at 9:00 a.m. at the office of Rizzetta & Company. Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, as follows:

> October 10, 2023 November 14, 2023 December 12, 2023 January 09, 2024 February 13, 2024 March 12, 2024 April 09, 2024 May 14, 2024 June 11, 2024 July 09, 2024 August 13, 2024 September 10, 2024

The meetings will be open to the public and will be conducted in accordance with the provision of Florida Law for community development districts. Any meeting may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the agendas for the meetings listed above may be obtained from Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Fl 33544 or (813) 994-1001, one week prior to the meeting. There may be occasions when one or more Supervisors will participate by telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District's management company office, Rizzetta & Company at (813) 994-1001 at least two (2) business days prior to the date of the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District.

Each person who decides to appeal any action taken at these meetings 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 such appeal is to be based.

Javna Cooper District Manager

}<sub>ss</sub>

Run Date: 10/01/23

0000307189

**Signature Affiant** 

Sworn to and subscribed before me this .10/01/2023

Signature of Notar Public Personally kn wn Х

or produced identification

Type of identification produced

JEAN M. MITOTES MY COMMISSION # GG 980397 EXPIRES: July 6, 2024 Bonded Thru Ketary Public Undervatters Hard Mary States

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# PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

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

# Operation and Maintenance Expenditures November 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$4,591.00

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Palmetto Ridge Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Florida Department of Commerce	100041	89549	Special District Fee FY 2023-2024	\$	175.00
Kutak Rock, LLP	100039	3296830	Legal Services 09/23	\$	147.50
Rizzetta & Company, Inc.	100042	INV0000084970	District Management Fees 11/23	\$	4,100.00
Times Publishing Company	100040	0000313958 11/05/23	Acct# 325328 Legal Advertising 11/23	\$	168.50

**Report Total** 

\$ 4,591.00

# Florida Department of Economic Opportunity, Special District Accountability Program

#### Fiscal Year 2023 - 2024 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No:	89549
d: \$0.00 Total Due, P \$175.00	ostmarked by 12/01/2023:
· · · · · ·	
ress:	
2023 FLORIDA	
	COPPORTUNITY
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3	

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature:

÷

Date

STEP 3: Pay the annual state fee or certify eligibility for zero annual fee:

a. Pay the Annual Fee: Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Florida Department of Economic Opportunity.

**b.** Or, Certify Eligibility for the Zero Fee: By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, BOTH of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1.\_\_\_\_ This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2.\_\_\_\_ This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: \_\_\_\_ Denied: \_\_\_\_

STEP 4: Make a copy of this document for your records.

STEP 5: Mail this document and payment (if paying by check) to the Florida Department of Economic Opportunity, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to (850) 717-8430.

 $[S_0]$ 

Reason:

# KUTAK ROCK LLP

**TALLAHASSEE, FLORIDA** 

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

October 25, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

### **ACH/Wire Transfer Remit To:**

ABA #10400016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470 Reference: Invoice No. 3296830 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. 3296830 36223-1

Re: General Counsel

For Professional Legal Services Rendered

07/17/23 09/02/23	J. Earlywine L. Whelan	0.10 0.10	29.50 29.50	Email regarding budget document Testa Research				
09/12/23	J. Earlywine	0.30	88.50	Prepare meeting	for	and	attend	Board
TOTAL HOU	JRS	0.50						
TOTAL FOR	SERVICES REND	ERED					:	\$147.50
TOTAL CUP	RRENT AMOUNT I	DUE						<u>\$147.50</u>



Date	Invoice #
11/1/2023	INV0000084970

Bill To:

Palmetto Ridge CDD 3434 Colwell Avenue	
Suite 200	
Tampa FL 33614	

	Services for the month of	Terms		Client Number	
	November	Upon R	eceipt	0	0619
Description		Qty	Rate		Amount
Accounting Services		1.00	\$1,60		\$1,600.00
Administrative Services		1.00		50.00	\$350.00
Financial & Revenue Collections Services		1.00		00.00	\$300.00
Management Services		1.00	\$1,75		\$1,750.00
Website Compliance & Management		1.00	\$10	00.00	\$100.00
<u>.</u>		Subtoto			\$4,100.00
		Subtotal \$4,10		ψ <del>-</del> , 100.00	
	-				
		Total			<b>.</b>
		Total			\$4,100.00

# Invoice

Tampa Bay Tim es tampabav.com

> **Times Publishing Company DEPT 3396** PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355 Fed Tax ID 59-0482470

**PAYMENT DUE UPON RECEIPT** 

# ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name				
11/ 5/23	PALMETTO CE	D				
Billing Date	Sales	Rep	Customer Account			
11/06/2023	Deirdre Bonett		325328			
Total Amount D	ue	Ad Number				
\$168.50			0000313958			

# RECEIVED

# NOV 1 3 2023

				NUV 1 3 2023				
Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
11/05/23	11/05/23	0000313958	Times	Legais CLS	Board Meeting	1	2x48 L	\$164.50
11/05/23	11/05/23	0000313958	Tampabay.com	Legals CLS	Board Meeting Affida∨itMaterial	1	2x48 L	\$0.00 \$4.00
	I						:	
								-

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

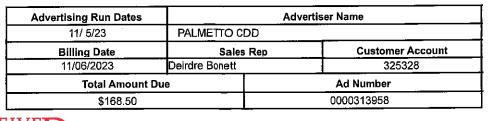
## Tampa Bay tampabav.com

**DEPT 3396** PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

PALMETTO CDD C/O RIZZETTA & CO. 3434 COLWELL AVENUE TAMPA, FL 33614



PLEASE MAKE CHECK PAYBLE TO:

DO NOT SEND CASH BY MAIL

REMIT TO:

**Times Publishing Company DEPT 3396** PO BOX 123396 DALLAS, TX 75312-3396

TIMES PUBLISHING COMPANY

RECEIVED NOV 1 3 2023

}<sub>SS</sub>

**Tampa Bay Times Published Daily** 

# STATE OF FLORIDA COUNTY OF Pasco

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Board Meeting was published in said newspaper by print in the issues of: 11/ 5/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

NOTICE OF BOARD MEETING PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors ("Board") of the Palmetto Ridge Community Development District ("District") will hold a regular meeting of the Board on 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 meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts A copy of the agenda for this meeting may be obtained by contacting the District Manager by mail at the office of the District Manager located at 5020 W. Linebaugh Avenue, Suite 240, Tampa, Florida 33624 or by calling the District Manager at 813-933-5571. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors or staff will participate by telephone. At the above location will be present a speaker fully informed of the discussions taking place either in person or by communications media technology.

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 813-933-5571 at least forty-eight (48) hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 or 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting 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 Jillian Minichino, District Manager

Run Date: 11-05-23

0000313958

**Signature Affiant** 

Sworn to and subscribed before me this .11/05/2023

Signature of Notary Rub Х

Personally known

or produced identification

Type of identification produced





 $_{SS}$ 

Tampa Bay Times Published Daily

# STATE OF FLORIDA COUNTY OF Pasco

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Board Meeting** was published in said newspaper by print in the issues of: 11/ 5/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this .11/05/2023

Signature d f Noti y Public

Personally known

lly known X

or produced identification

Type of identification produced



#### NOTICE OF BOARD MEETING PALMETTO RIDGE COMMUNITY DEVELOPMENT DISTRICT

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Palmetto Ridge Community Development District Jillian Minichino, District Manager

Run Date: 11-05-23

0000313958

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	
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.

	Valuation	<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		
Coverage	Deductibles	Limit
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
	А	Accounts Receivable	\$500,000 in any one occurrence
	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	С	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
	Н	Expediting Expenses	\$250,000 in any one occurrence
	ľ	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	М	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 or prior submit basis only
	0	Personal property of Employees	\$500,000 in any one occurrence
	Р	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
	Т	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
сс	Civil or Military Authority	45 Consecutive days and one mile

## **CRIME COVERAGE**

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## 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)



## PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Palmetto Ridge Community Development District

(Name of Local Governmental Entity) By:Signature	SHALW RIORDAN Print Name
Witness By: <u>Signature</u>	Tillian Minichino Print Name
IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVER.	AGE IS EFFECTIVE October 1, 2023 Administrator

Tab 4



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

January 30, 2023

To Board of Supervisors Palmetto Ridge Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, Florida 33625

We are pleased to confirm our understanding of the services we are to provide Palmetto Ridge Community Development District, Pasco County, Florida ("the District") for the fiscal years ended September 30, 2023, 2024, 2025, 2026 and 2027. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Palmetto Ridge Community Development District as of and for the fiscal years ended September 30, 2023, 2024, 2025, 2026 and 2027. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### Palmetto Ridge Community Development District

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

#### Palmetto Ridge Community Development District

Our fee for these services will not exceed \$3,000 for the September 30, 2023 audit. The fees for fiscal year 2024, 2025, 2026 and 2027 will not exceed \$3,100, \$3,200, \$3,300 and \$3,400, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30th must be provided to us no later than March 1st, in order for us to complete the engagement by June 1<sup>st</sup> each year.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Palmetto Ridge Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Racquel McIntosh

RESPONSE:

This letter correctly sets forth the understanding of Palmetto Ridge Community Development District.

By:

Chairman 12/22/2023





FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs



Peer Review Program

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely, FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

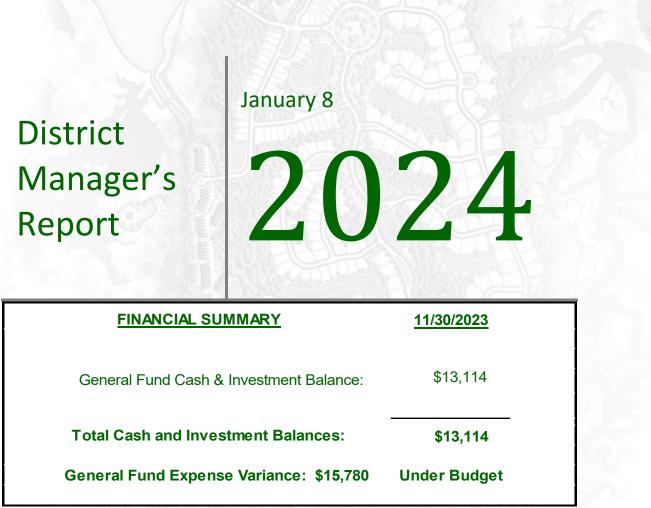
3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311| 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | www.ficpa.org

Tab 5



#### UPCOMING DATES TO REMEMBER

• Next Meeting: February 13, 2024 @ 9:00 AM



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# Tab 6



# **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* 

loren JAS IN



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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 <u>Florida Statute Chapter</u> <u>189.069</u>.



## **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 – <u>WCAG 2.1</u>, 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. <u>189.069</u>, 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 <u>WCAG 2.1</u> 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.



#### Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> 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	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> 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



### **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
х	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Х	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Х	Meeting Agendas for the past year, and 1 week prior to next

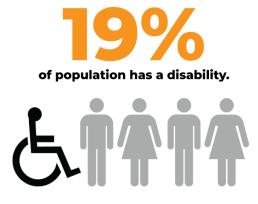
# **Accessibility overview**

### 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.

### 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.



Sight, hearing, physical, cognitive.



# **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.

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Θ	Θ

#### 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: <u>http://webaim.org/techniques/alttext</u>



### 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 <u>WAI-ARIA</u> for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: <u>www.nngroup.com/articles/keyboard-accessibility</u> Helpful article: <u>http://webaim.org/techniques/skipnav</u>



### 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: <u>http://webaim.org/techniques/sitetools/</u>

#### **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: <u>http://webaim.org/techniques/tables/data</u>



### 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: <u>http://webaim.org/techniques/captions</u>



#### 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: <u>http://webaim.org/techniques/forms</u>



#### **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 (eg., 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