



Rizzetta & Company

# **Diamond Hill Community Development District**

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## **Board of Supervisors' Meeting August 12, 2019**

**District Office:  
9428 Camden Field Parkway  
Riverview, Florida 33578  
813.533.2950**

**[www.diamondhillcdd.org](http://www.diamondhillcdd.org)**

## **DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT AGENDA**

At the office of Rizzetta & Company, Inc., located at 9428 Camden Field Parkway,  
Riverview, FL 33578.

<b>District Board of Supervisors</b>	James Oliver	Chairman
	Douglas Taggerty	Vice Chairman
	Linda Dunn	Assistant Secretary
	Marian Estabrook	Assistant Secretary
	Ferdinand Ramos	Assistant Secretary
<b>District Manager</b>	Greg Cox	Rizzetta & Company, Inc.
<b>District Attorney</b>	John Vericker	Straley Robin Vericker
<b>District Engineer</b>	Jordan Caviggia	Johnson, Mirmiran & Thompson

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

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

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

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

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE · 12750 CITRUS PARK LANE, STE. 115 TAMPA, FL 33625**  
**www.diamondhillcdd.org**

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August 5, 2019

**Board of Supervisors**  
**Diamond Hill Community**  
**Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Diamond Hill Community Development District will be held on **Monday, August 12, 2019 at 4:00 p.m.** at the office of Rizzetta & Company, Inc., located at 9428 Camden Field Parkway, Riverview, Florida 33578. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of Board of Supervisors' Meeting held June 10, 2019 ..... Tab 1
  - B.** Consideration of Operation & Maintenance Expenditures for May & June 2019 ..... Tab 2
- 4. STAFF REPORTS**
  - A.** Aquatic Maintenance Update (under separate cover)
  - B.** Landscape and Irrigation Maintenance Update..... Tab 3
  - C.** District Counsel Update
  - D.** District Engineer Update
  - E.** District Manager Update
    1. Update of District Financials
    2. Presentation of Action Item List..... Tab 4
- 5. BUSINESS ITEMS**
  - A.** Consideration of Pond Maintenance Agreement Renewal (under separate cover)
  - B.** Consideration of ADA Website Accessibility Proposals .... Tab 5
  - C.** Consideration of Rizzetta Technology Services Proposal. Tab 6
  - D.** Ratification of Fiscal Year 2018 Audit Report..... Tab 7
  - E.** Public Hearing on Fiscal Year 2019-2020 Budget
    1. Presentation of Fiscal Year 2019-2020 Budget ..... Tab 8
    2. Consideration of Resolution 2019-05; Adopting Fiscal Year 2019-2020 Budget ..... Tab 9
    3. Consideration of Resolution 2019-06; Imposing Special Assessments ..... Tab 10
  - F.** Consideration of Resolution 2019-04; Setting Fiscal Year 2019-2020 Meeting Schedule ..... Tab 11
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,  
*Greg Cox*  
Greg Cox  
District Manager

cc: James Oliver, Chairman  
John Vericker, District Counsel

## Tab 1

**MINUTES OF MEETING**

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

**DIAMOND HILL  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Diamond Hill Community Development District was held on **Monday, June 10, 2019 at 4:00 p.m.** at the office of Rizzetta & Company, Inc. located at 9428 Camden Field Parkway, Riverview, Florida 33578.

Present and constituting a quorum:

James Oliver	<b>Board Supervisor, Chairman</b>
Doug Taggerty	<b>Board Supervisor, Vice Chairman</b>
Linda Dunn	<b>Board Supervisor, Assistant Secretary</b>
Ferdinand Ramos	<b>Board Supervisor, Assistant Secretary</b>
Marian Estabrook	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Greg Cox	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
John Vericker	<b>District Counsel, Straley Robin Vericker (via. conf. call)</b>
Chad Raymond	<b>Representative, Yellowstone Landscaping</b>
Brett Perez	<b>Representative, Yellowstone Landscaping</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cox called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

No audience members were present.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the  
Board of Supervisors' Regular  
Meeting held on April 8, 2019**

Mr. Cox presented the minutes of the Board of Supervisors' regular meeting held on April 8, 2019.

On a Motion by Mr. Oliver, seconded by Mr. Ramos, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on April 8, 2019 as presented, for the Diamond Hill Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation &  
Maintenance Expenditures for March  
& April 2019**

Mr. Cox presented the Operation & Maintenance Expenditures for March and April 2019.

On a Motion by Mr. Oliver, seconded by Mr. Ramos, with all in favor, the Board of Supervisors ratified the payment of the Operation & Maintenance Expenditures for March 2019 totaling \$14,641.11 and April 2019 totaling \$8,319.07, for the Diamond Hill Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Aquatic Maintenance Update**

Mr. Cox presented the aquatic maintenance report to the Board.

**B. Landscape & Irrigation Maintenance Update**

Mr. Raymond and Mr. Perez presented the landscape report to the Board.

On a Motion by Mr. Taggerty, seconded by Ms. Dunn, with all in favor, the Board of Supervisors approved a proposal for bahia sod for hog damage in the amount of \$697.00, for the Diamond Hill Community Development District.

The Board requested that Sunrise wait to install the sod to see if the County will fix the fencing that has allowed the hogs to enter.

The Board discussed a request to trim trees at the back of a residence at 1520 Emerald Hill Way and it was determined that the resident has the right to trim vertically up at their property line.

**C. District Counsel**

No report.

**D. District Engineer**

Not present.

**E. District Manager**

Mr. Cox indicated that the next regular meeting has been scheduled for August 12, 2019 at 4:00 p.m. and the final budget will be adopted at this meeting.

Mr. Cox provided an update regarding the District financials and the action item list.

**SIXTH ORDER OF BUSINESS**

**Presentation of Registered Voter Count**

Mr. Cox informed the Board that as of April 15, 2019, the registered voter count for Diamond Hill CDD, per the Supervisor of Elections Office was 904.

**SEVENTH ORDER OF BUSINESS**

**Consideration of ADA Website Accessibility Proposals**

This item was tabled to the August 12, 2019 meeting.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Oliver requested that staff reach out to the County regarding fixing the fencing next to the neighborhood to keep the hogs out.

Mr. Ferdinand requested that staff seek an update of the TECO powerline area maintenance.

**NINTH ORDER OF BUSINESS**

**Adjournment**

Mr. Cox stated that if there was no further business to come before the Board than a motion to adjourn was in order.

On a Motion by Mr. Taggerty, seconded by Mr. Oliver, with all in favor, the Board of Supervisors adjourned the meeting at 4:27 p.m. for the Diamond Hill Community Development District.



118  
119  
120  
121

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## Tab 2

# DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE 12750 CITRUS PARK LANE SUITE 115 TAMPA, FLORIDA 33625

## **Operation and Maintenance Expenditures May 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2019 through May 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$12,671.38**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Diamond Hill Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2019 Through May 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Grau & Associates	002919	17990	Audit Services FY17/18	\$ 23.00
Rizzetta & Company, Inc.	002920	INV0000040344	District Management Fees 05/19	\$ 3,641.67
Rizzetta Technology Services, LLC	002921	INV0000004380	Website Hosting Services 05/19	\$ 100.00
Solitude Lake Management LLC	002926	PI-A00260014	Lake and Pond Maintenance 05/19	\$ 700.00
Straley Robin Vericker	002922	16975	Professional Services 04/19	\$ 746.50
TECO	002924	211010801895	12929 Sydney Road #A 04/19	\$ 72.69
U.S. Bank	002925	04/19 5342574	Trustee Fees Series 2013 04/01/19-03/31/20	\$ 3,555.75
Yellowstone Landscape	002923	TM 16863	Irrigation Repairs 04/19	\$ 139.84
Yellowstone Landscape	002923	TM 16909	Landscape Maintenance 4/19	\$ 3,400.93
Yellowstone Landscape	002923	TM 17858	ST. Augustine Fertilizer 04/19	<u>\$ 291.00</u>
Report Total				<u>\$ 12,671.38</u>

## Grau and Associates

951 W. Yamato Road, Suite 280  
Boca Raton, FL 33431-  
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Diamond Hill Community Development District  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625

Invoice No. 17990  
Date 04/11/2019

### SERVICE

### AMOUNT

Expenses for confirms

\$ 23.00

Current Amount Due

\$ 23.00

RECEIVED  
APR 17 2019  
DUE TO GRAU & ASSOCIATES, INC.  
1/M approval ge Date 4/25/19  
APR 23 2019  
date entered und  
und OVI GL 51300 OC 3202  
check # \_\_\_\_\_

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
23.00	0.00	0.00	0.00	0.00	23.00

Payment due upon receipt.

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

APR 24 2019

# Invoice

Date	Invoice #
5/1/2019	INV0000040344

## Bill To:

DIAMOND HILL CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of		Terms	Client Number
May		Upon Receipt	00740
Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,516.67	\$1,516.67
Administrative Services 3100	1.00	\$375.00	\$375.00
Accounting Services 3201	1.00	\$1,333.33	\$1,333.33
Financial & Revenue Collections 3111	1.00	\$416.67	\$416.67
Date Rec'd Rizzetta & Co, Inc. _____			
D/M approval <u>gc</u> Date <u>4/29/19</u>			
Date entered <u>APR 26 2019</u>			
Fund <u>001</u> GL <u>51300</u> OC <u>xx</u>			
Check # _____			
Subtotal			\$3,641.67
Total			\$3,641.67

Rizzetta Technology Services  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

APR 24 2019

# Invoice

Date	Invoice #
5/1/2019	INV0000004380

## Bill To:

DIAMOND HILL CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of		Terms	Client Number
May			00740
Description	Qty	Rate	Amount
EMail Hosting	0	\$15.00	\$0.00
Website Hosting Services	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co, Inc _____			
D/M approval <u>Ge</u> Date <u>4/29/19</u>			
Date entered <u>APR 26 2019</u>			
Fund <u>001</u> GL <u>51300</u> OC <u>5103</u>			
Check # _____			
Subtotal			\$100.00
Total			\$100.00



Voice: (888) 480-5253 Fax: (888) 358-0088

**SOLD TO:** Diamond Hill C.D.D.  
9428 Camden Field Pkwy.  
Riverview, FL 33578

RECEIVED  
MAY 03 2019

## INVOICE

Invoice Number: PI-A00260014

Invoice Date: 05/01/19

**PROPERTY:** Diamond Hill  
C.D.D.

CUSTOMER ID	CUSTOMER PO	Payment Terms	
D2043		Due upon receipt	
Sales Rep ID	Shipment Method	Ship Date	Due Date
Bill Kurth			05/01/19

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR10353 05/01/19 - 05/31/19 Lake & Pond Management Services		700.00	700.00

SOLD TO Rizzetta & Co, Inc.  
Approval GR Date 5/4/19  
Date entered MAY 03 2019  
Ind 001 GL 53800 OC 4005

### PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	700.00
Sales Tax	0.00
Total Invoice	700.00
Payment Received	0.00
<b>TOTAL</b>	<b>700.00</b>



# Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400 \* Facsimile (813) 223-5043

Federal Tax Id. - 20-1778458

RECEIVED

APR 22 2019

Diamond Hill Community Development District

5844 Old Pasco Road, Suite 100 Date Rec'd Rizzetta & Co, Inc. \_\_\_\_\_

Wesley Chapel, FL 33544

D/M approval RL Date 4/29/19

Date entered APR 23 2019

Fund 001 GL 51400 OC 3107

Check # \_\_\_\_\_

April 18, 2019

Client: 001479

Matter: 000001

Invoice #: 16975

Page: 1

RE: General

For Professional Services Rendered Through April 15, 2019

## SERVICES

Date	Person	Description of Services	Hours	
3/25/2019	JMV	REVIEW EMAIL FROM D. KRONIC; REVIEW LEGAL NOTICE.	0.2	
3/28/2019	JMV	PREPARE RESOLUTION FOR CDD BOARD MEETING.	0.4	
3/28/2019	LB	REVIEW AND REVISE RESOLUTION 2019-03 APPROVING PROPOSED BUDGET AND SETTING PUBLIC HEARING ON SAME; PREPARE EMAIL TO D. KRONICK TRANSMITTING REVISED RESOLUTION.	0.3	
4/1/2019	JMV	REVIEW EMAIL FROM D. KRONIC; REVIEW LEGAL NOTICE.	0.1	
4/5/2019	JMV	REVIEW AGENDA AND PREPARE FOR CDD BOARD MEETING.	0.3	
4/8/2019	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.9	
4/10/2019	JMV	REVIEW EMAIL FROM G. COX.	0.1	
4/15/2019	JMV	REVIEW EMAIL FROM K. GALLANT; REVIEW CDD FINANCIAL STATEMENTS.	0.3	
Total Professional Services			2.6	\$746.50

## PERSON RECAP

Person		Hours	Amount
JMV	John M. Vericker	2.3	\$701.50
LB	Lynn Butler	0.3	\$45.00

April 18, 2019  
Client: 001479  
Matter: 000001  
Invoice #: 16975

Page: 2

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Total Services	\$746.50	
Total Disbursements	\$0.00	
Total Current Charges		\$746.50

<b>PAY THIS AMOUNT</b>	<b>\$746.50</b>
------------------------	-----------------

*Please Include Invoice Number on all Correspondence*



## ACCOUNT INVOICE

tampaelectric.com



DIAMOND HILL CDD  
12929 SYDNEY RD, A  
DOVER, FL 33527-0000

Statement Date: 05/01/2019

Account: 211010801895

Current month's charges:	\$72.69
Total amount due:	\$72.69
Payment Due By:	05/22/2019

### Your Account Summary

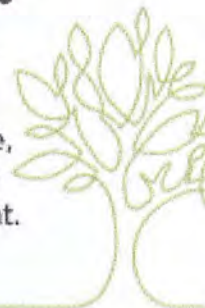
Previous Amount Due	\$74.90
Payment(s) Received Since Last Statement	-\$74.90
Current Month's Charges	\$72.69
<b>Total Amount Due</b>	<b>\$72.69</b>

RECEIVED  
MAY 05 2019  
12929 SYDNEY RD, A  
DIAMOND HILL CDD  
12929 SYDNEY RD, A  
DOVER, FL 33527-0000  
1/1M approval GL Date 5/12/19  
date entered MAY 08 2019  
and 001 GL 53100 OC 4301

## Go paperless for perks!

Goodbye clutter. Hello convenience.

Paperless Billing is free, secure and a good way to help the environment.



Learn more and sign up > [tampaelectric.com/paperless](http://tampaelectric.com/paperless)

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

## Yard project? Avoid damage and fines

Learn more at [tampaelectric.com/811](http://tampaelectric.com/811)



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



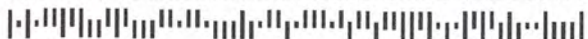
See reverse side for more information

Account: 211010801895

Current month's charges:	\$72.69
Total amount due:	\$72.69
Payment Due By:	05/22/2019
Amount Enclosed	\$

639037467966

00003013 01 AB 0.40 33625 FTECO105011923283310 00000 03 01000000 007 04 17448 002



DIAMOND HILL CDD  
12750 CITRUS PARK LN, STE 115  
TAMPA, FL 33625-3784

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

6390374679662110108018950000000072691



**Account:** 211010801895  
**Statement Date:** 05/01/2019  
**Current month's charges due** 05/22/2019

**Details of Charges – Service from 03/29/2019 to 04/29/2019**

Service for: 12929 SYDNEY RD, A, DOVER, FL 33527-0000

**Rate Schedule: General Service - Non Demand**

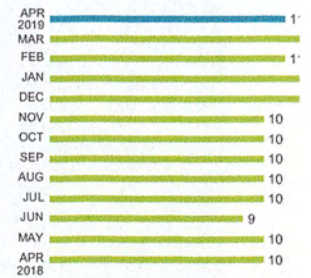
Meter Location: # A

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
60345	04/29/2019	70,013		69,649		364 kWh	1	32 Days

Basic Service Charge		\$18.14
Energy Charge	364 kWh @ \$0.05916/kWh	\$21.53
Fuel Charge	364 kWh @ \$0.03227/kWh	\$11.75
Florida Gross Receipt Tax		\$1.32
<b>Electric Service Cost</b>		<b>\$52.74</b>
<b>Zap Cap Systems</b>		
Service for: 12929 SYDNEY RD, A, DOVER, FL 33527-0000		
Business Surge MST1120 Monthly	1 unit @ \$19.95	\$19.95
<b>Zap Cap Systems Cost</b>		<b>\$19.95</b>
<b>Total Current Month's Charges</b>		<b>\$72.69</b>

**Tampa Electric Usage Histor**

Kilowatt-Hours Per Day  
(Average)





Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

3/3

Invoice Number: 5342574  
Invoice Date: 04/25/2019  
Account Number: 203066000  
Direct Inquiries To: LEANNE DUFFY  
Phone: 407-835-3807

DIAMOND HILL CDD 2013

Accounts Included 203066000 203066001 203066002 203066003  
In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,300.00	100.00%	\$3,300.00
<b>Subtotal Administration Fees - In Advance 04/01/2019 - 03/31/2020</b>				<b>\$3,300.00</b>
Incidental Expenses	3,300.00	0.0775		\$255.75
<b>Subtotal Incidental Expenses</b>				<b>\$255.75</b>
<b>TOTAL AMOUNT DUE</b>				<b>\$3,555.75</b>

296.31

DR 001-15500 177.87  
DR 001-51300-3105-177.88  
CR 001-20200 3555.75

Date Rec'd Rizzetta & Co, Inc. \_\_\_\_\_

D/M approval GR Date 5/12/19

Date entered \_\_\_\_\_

Fund \_\_\_\_\_ GL \_\_\_\_\_ OC \_\_\_\_\_

Check # \_\_\_\_\_





Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

Invoice Number: 5342574  
Account Number: 203066000  
Invoice Date: 04/25/2019  
Direct Inquiries To: LEANNE DUFFY  
Phone: 407-835-3807

2/3

DIAMOND HILL CDD  
ATTN PETER WILLIAMS, SECRETARY  
3434 COLWELL AVE SUITE 200  
TAMPA FL 33614

DIAMOND HILL CDD 2013

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$3,555.75

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

DIAMOND HILL CDD 2013

Invoice Number: 5342574  
Account Number: 203066000  
Current Due: \$3,555.75  
  
Direct Inquiries To: LEANNE DUFFY  
Phone: 407-835-3807

Wire Instructions:  
U.S. Bank  
ABA # 091000022  
Acct # 1-801-5013-5135  
Trust Acct # 203066000  
Invoice # 5342574  
Attn: Fee Dept St. Paul

Please mail payments to:  
U.S. Bank  
CM-9690  
PO BOX 70870  
St. Paul, MN 55170-9690







# YELLOWSTONE LANDSCAPE

**Bill To:**

Diamond Hill CDD  
c/o Diamond Hill CDD  
9428 Camden Field Pkwy  
Riverview, FL 33578

**RECEIVED****APR 17 2019****Property Name:** Diamond Hill CDD

## INVOICE

INVOICE #	INVOICE DATE
TM 16863	4/30/2019
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** May 30, 2019**Invoice Amount:** \$139.84

Description	Current Amount
April Irrigation Inspection Repair Wet check system .Truck went off the road on exit side and broke a 2" PVC T repaired. Irrigation Repairs	\$139.84

Date Rec'd Rizzetta &amp; Co, Inc. \_\_\_\_\_

D/M approval Ge Date 4/29/19  
APR 23 2019

Date entered \_\_\_\_\_

Fund 001 GL 53900 OC 4613

Check # \_\_\_\_\_

**Invoice Total** **\$139.84**

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



**YELLOWSTONE**  
LANDSCAPE

**Bill To:**

Diamond Hill CDD  
c/o Diamond Hill CDD  
9428 Camden Field Pkwy  
Riverview, FL 33578

**Property Name:** Diamond Hill CDD

**RECEIVED**

**APR 18 2019**

**INVOICE**

INVOICE #	INVOICE DATE
TM 16909	4/15/2019
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** May 15, 2019

**Invoice Amount:** \$3,400.93

Description	Current Amount
Monthly Landscape Maintenance	
Total Fertilizer St Augustine \$291.00 Fert/Chem Services - Bahia	\$212.00
Monthly Landscape Maintenance April 2019	\$3,188.93
Total Fertilizer St Augustine \$291.00	

**Invoice Total \$3,400.93**

Date Rec'd Rizzetta & Co, Inc \_\_\_\_\_

D/M approval ga Date 4/29/19

Date entered APR 23 2019

Fund 001 GL 53900 OC 4604

Check # \_\_\_\_\_

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286





# YELLOWSTONE LANDSCAPE

**Bill To:**

Diamond Hill CDD  
c/o Diamond Hill CDD  
9428 Camden Field Pkwy  
Riverview, FL 33578

**Property Name:** Diamond Hill CDD

RECEIVED  
APR 24 2019

## INVOICE

INVOICE #	INVOICE DATE
TM 17858	4/30/2019
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** May 30, 2019

**Invoice Amount:** \$291.00

Description	Current Amount
Monthly Landscape Maintenance	
Total Fertilizer St Augustine \$291.00	
Fertilizer & Chemical Services - St.	\$291.00

**Invoice Total** \$291.00

Date Rec'd Rizzetta & Co, Inc \_\_\_\_\_

D/M approval gl Date 4/29/19

Date entered APR 26 2019

Fund \_\_\_\_\_ GL 53900 OC 4604

Check # \_\_\_\_\_

Should you have any questions or inquiries please call (386) 437-6211.

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# DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE 12750 CITRUS PARK LANE SUITE 115 TAMPA, FLORIDA 33625

## **Operation and Maintenance Expenditures June 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$9,775.63**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Diamond Hill Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Douglas Taggerty	002935	DT 061019	Board of Supervisors Meeting 06/10/19	\$ 200.00
Ferdinand Ramos	002934	FR 061019	Board of Supervisors Meeting 06/10/19	\$ 200.00
Grau & Associates	002932	18268	Audit Services FYE 09/18	\$ 500.00
James A. Oliver	002933	JO 061019	Board of Supervisors Meeting 06/10/19	\$ 200.00
Linda L. Dunn	002930	LD 061019	Board of Supervisors Meeting 06/10/19	\$ 200.00
Marian Estabrook	002931	ME 061019	Board of Supervisors Meeting 06/10/19	\$ 200.00
Rizzetta & Company, Inc.	002927	INV0000041088	District Management Fees 06/19	\$ 3,641.67
Rizzetta Technology	002928	INV0000004465	Website Hosting Services 06/19	\$ 100.00
Solitude Lake	002936	PI-A00269150	Lake and Pond Maintenance 05/19	\$ 700.00
TECO	002929	211010801895 05/19	12929 Sydney Road #A 05/19	\$ 63.03
Yellowstone Landscape	002937	TM 26105	St. Augustine Fertilizer 05/19	\$ 291.00
Yellowstone Landscape.	002937	TM 31456	Landscape Maintenance 06/19	<u>\$ 3,479.93</u>
Report Total				<u>\$ 9,775.63</u>

**Diamond Hill CDD**  
**Meeting Date: June 10, 2019**

JUN 12 2019

**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Linda Dunn	✓	✓
James Oliver	✓	✓
Marian Estabrook	✓	✓
Douglas Taggerty	✓	✓
Ferdinand Ramos	✓	✓

(\*) Does not get paid

**EXTENDED MEETING TIMECARD**

Meeting Start Time:	4:00
Meeting End Time:	4:27
Total Meeting Time:	:27

Time Over 2 () Hours:	0
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Total at \$175 per Hour:	0
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Date Rec'd Rizzetta & Co, Inc. \_\_\_\_\_

D/M approval GR Date 6/14/19

Date entered JUN 14 2019

Fund 001 GL 51100 OC 1101

Check # \_\_\_\_\_

DM Signature: GR

**Please forward copy to Marcia Eannetta for  
Extended Meeting Hours**

# Grau and Associates

951 W. Yamato Road, Suite 280  
Boca Raton, FL 33431-  
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

*Diamond Hill Community Development District*  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625

Invoice No. 18268  
Date 06/03/2019

SERVICE	AMOUNT
Audit FYE 09/30/2018	\$ 500.00
Current Amount Due	\$ 500.00

RECEIVED

JUN 05 2019

PAID BY *GL* DATE *6/2/19*

JUN 06 2019

001 GL 51300 CC 3202

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	0.00	0.00	0.00	0.00	500.00

Payment due upon receipt.

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

# Invoice

Date	Invoice #
6/1/2019	INV0000041088

## Bill To:

DIAMOND HILL CDD  
 3434 Colwell Avenue, Suite 200  
 Tampa FL 33614

RECEIVED

MAY 24 2019

Services for the month of	Terms	Client Number
June	Upon Receipt	00740

Description	Qty	Rate	Amount
District Management Services 3100	1.00	\$1,516.67	\$1,516.67
Administrative Services 3100	1.00	\$375.00	\$375.00
Accounting Services 3301	1.00	\$1,333.33	\$1,333.33
Financial & Revenue Collections 3111	1.00	\$416.67	\$416.67

By Rizzetta & Co, Inc. \_\_\_\_\_

Approval GL Date 5/24/19

Entered MAY 24 2019

001 GL 51300 OC K K

# \_\_\_\_\_

Subtotal

\$3,641.67

Total

\$3,641.67



Rizzetta Technology Services  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

## Invoice

Date	Invoice #
6/1/2019	INV0000004465

**Bill To:**

DIAMOND HILL CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

RECEIVED  
MAY 23 2019

Services for the month of	Terms	Client Number
June		00740

Description	Qty	Rate	Amount
Email Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
		<b>Subtotal</b>	\$100.00
		<b>Total</b>	\$100.00

Date Rec'd Rizzetta & Co, Inc. \_\_\_\_\_

D/M approval GR Date 5/24/19

Date entered MAY 24 2019

Fund 001 GL 51300 OC 5103

Check # \_\_\_\_\_

**INVOICE**

Voice: (888) 480-5253 Fax: (888) 358-0088

JUN 04 2019

Invoice Number: PI-A00269150

Invoice Date: 06/01/19

PROPERTY: Diamond Hill  
C.D.D.**SOLD TO:** Diamond Hill C.D.D.  
9428 Camden Field Pkwy.  
Riverview, FL 33578**CUSTOMER ID**

D2043

**CUSTOMER PO****Payment Terms**

Due upon receipt

**Sales Rep ID**

Bill Kurth

**Shipment Method****Ship Date****Due Date**

06/01/19

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR10353 06/01/19 - 06/30/19 Lake & Pond Management Services		700.00	700.00

Date Rec'd Rizzetta & Co, Inc. \_\_\_\_\_  
D/M approval RL Date 6/7/19  
Date entered JUN 06 2019  
Fund 001 GL 53800 OC 4605  
Check # \_\_\_\_\_

**PLEASE REMIT PAYMENT TO:**1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

<b>Subtotal</b>	<b>700.00</b>
Sales Tax	0.00
Total Invoice	700.00
Payment Received	0.00
<b>TOTAL</b>	<b>700.00</b>



**Account:** 211010801895  
**Statement Date:** 05/31/2019  
**Current month's charges due** 06/21/2019

## Details of Charges – Service from 04/30/2019 to 05/28/2019

Service for: 12929 SYDNEY RD, A, DOVER, FL 33527-0000

Rate Schedule: General Service - Non Demand

Meter Location: # A

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
60345	05/28/2019	70,274	70,013		261 kWh	1	29 Days
							<b>Tampa Electric Usage History</b>
							Kilowatt-Hours Per Day (Average)
Basic Service Charge					\$18.14		
Energy Charge					261 kWh @ \$0.05916/kWh	\$15.44	
Fuel Charge					261 kWh @ \$0.03227/kWh	\$8.42	
Florida Gross Receipt Tax						\$1.08	
<b>Electric Service Cost</b>						<b>\$43.08</b>	
<b>Zap Cap Systems</b>							
Service for: 12929 SYDNEY RD, A, DOVER, FL 33527-0000							
Business Surge MST1120 Monthly					1 unit @ \$19.95	\$19.95	
<b>Zap Cap Systems Cost</b>						<b>\$19.95</b>	
<b>Total Current Month's Charges</b>						<b>\$63.03</b>	

MAY 2019	9
APR	11
MAR	1
FEB	11
JAN	1
DEC	1
NOV	10
OCT	10
SEP	10
AUG	10
JUL	10
JUN	9
MAY 2018	10

## Important Messages

### Fuel sources we use to serve you

By 2021, Tampa Electric will have nearly 7% of its energy generated from the sun – the highest percentage of solar generation of any utility in the state of Florida. We have reached the half-way point on constructing of 6 million solar panels – enough to power more than 100,000 homes. [Visit our solar page](#) to learn more. For the 12-month period ending March 2019, the percentage of fuel type used by Tampa Electric to provide electricity to its customers was Natural Gas & Oil\* 79%, Coal 15%, Purchased Power 5% and Solar 1%. Tampa Electric provides this information to our customers on a quarterly basis.

\*Oil makes up less than 1%





# YELLOWSTONE LANDSCAPE

**Bill To:**

Diamond Hill CDD  
c/o Diamond Hill CDD  
9428 Camden Field Pkwy  
Riverview, FL 33578

JUN 03 2019

**Property Name:** Diamond Hill CDD

## INVOICE

INVOICE #	INVOICE DATE
TM 26105	5/31/2019
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** June 30, 2019

**Invoice Amount:** \$291.00

Description	Current Amount
Monthly Landscape Maintenance	
Total Fertilizer St Augustine \$291.00	
Fertilizer & Chemical Services - St.	\$291.00

**Invoice Total \$291.00**

Date Rec'd Rizzetta & Co, Inc. \_\_\_\_\_  
D/M approval fe Date 6/2/19  
Date entered JUN 06 2019  
Fund 001 GL 539100 OC 4604  
check # \_\_\_\_\_

**Should you have any questions or inquiries please call (386) 437-6211.**



# YELLOWSTONE LANDSCAPE

**Bill To:**

Diamond Hill CDD  
c/o Diamond Hill CDD  
9428 Camden Field Pkwy  
Riverview, FL 33578

JUN 17 2019

**Property Name:** Diamond Hill CDD

## INVOICE

INVOICE #	INVOICE DATE
TM 31456	6/15/2019
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** July 15, 2019

**Invoice Amount:** \$3,479.93

Description	Current Amount
Monthly Landscape Maintenance June 2019	\$3,479.93
Total Fertilizer St Augustine \$291.00	

**Invoice Total**

**\$3,479.93**

Date Rec'd Rizzetta & Co, Inc. \_\_\_\_\_  
D/M approval GR Date 6/21/19  
Date entered JUN 20 2019  
Fund 1001 GL 53900 OC 4604  
Check # \_\_\_\_\_

**Should you have any questions or inquiries please call (386) 437-6211.**

## Tab 3



Chad Raymond  
Yellowstone Landscape

# DIAMOND HILL CDD UPDATE

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Thursday, July 25, 2019

Prepared For Gregory Cox- Rizzetta

6 Items Identified





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## PONDS

With all the rain, we have been able to keep on schedule with the pond mowing.



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## POND AREA HOLDING WATER

The only area that we have had to skip was the area between the ponds that holds water. We have been able to mow this summer so it is not too tall. We will continue to monitor.



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### **HOG DAMAGE**

There are only a few spots of damage still. The ground is slightly rough, but not too bad. I am going to recommend not doing the repair, unless you all decide you would like to proceed.



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### **FENCE**

During last meeting I was told to wait until fence was repaired before doing the hog damage sod repair.





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### **NEW PILE OF DEBRIS**

Looks like a resident is cutting brush/ limbs and dragging them leaving them. I have asked crew to remove them



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### **FRONT ENTRANCE**

Turf has good color and vigor.

Shrubs have good shape.

## Tab 4

Date Entered	Category	Action Item	District Staff Responsible	Vendor Responsible	Target Date	Notes
4/1/2019	O&M	Pressure Washing Sidewalks in Conjunction with HOA	DM	TBD	8/12/2019	Update at meeting
6/10/2019	Admin	County Fence Damaged - Hog Damage	DM	County	10/14/2019	County agrees to fix but on schedule
<b>Completed Actions</b>						

## Tab 5



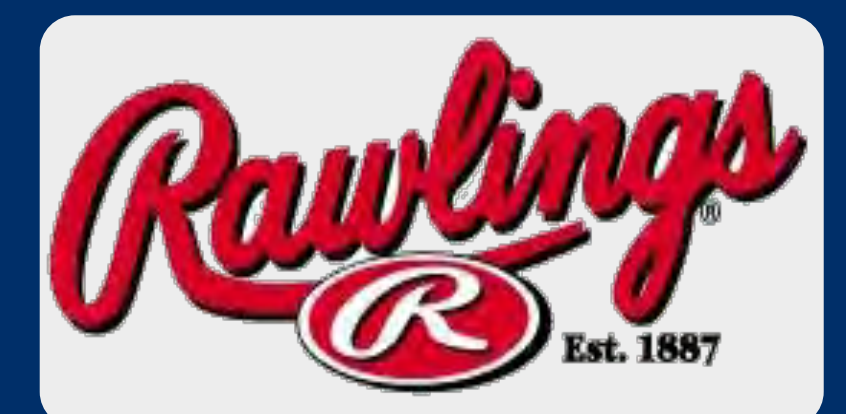
# **Diamond Hill**

**Website Compliance and Accessibility**





# A Sampling of Our Clients





# Dear Diamond Hill CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident that our expertise in website and PDF accessibility makes us the right choice for Diamond Hill

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

## 1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

## 2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

## 3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team



# Experience Counts



ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

*We are happy to provide you with references upon request*



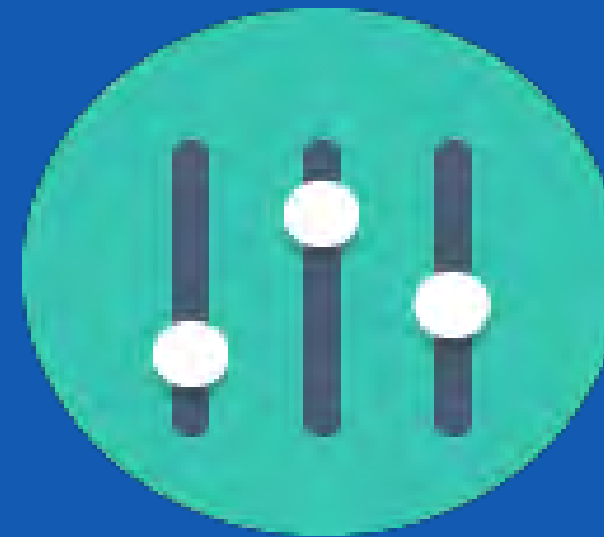


# Phase 1: Risk-Mitigation



## Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



## Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



## Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

# Your New, Accessible & Compliant Website

## Phase 2

### Migration of All Content

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

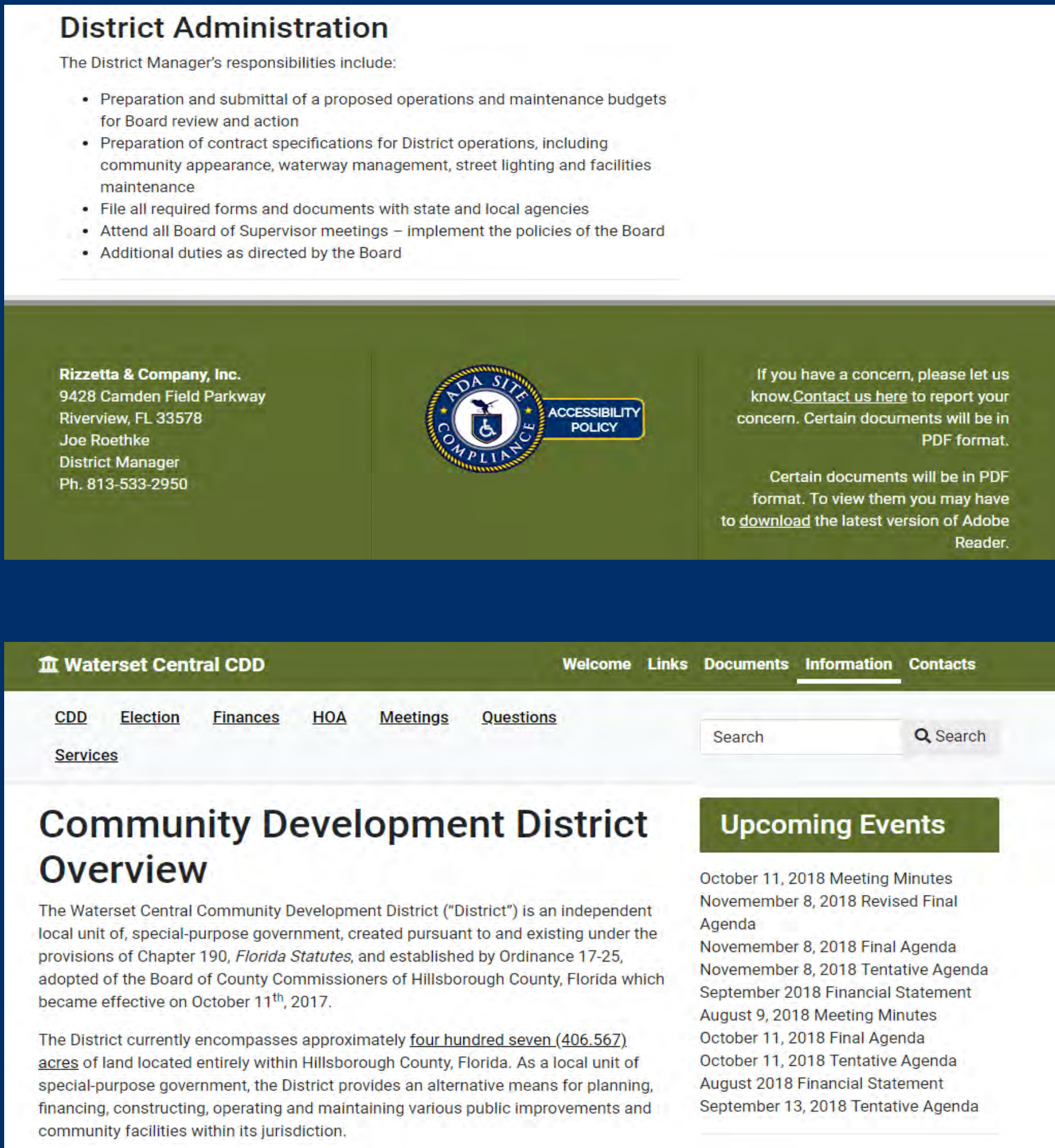
## Phase 3

### Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.









# Creation of a New, Compliant & Accessible Website



**\$2,400 (year 1)** \* **Migration of current site content to new, ADA-compliant format**

\* **Diamond Hill CDD owns 100% of the website**

\* **No annual fee in year one**

**\$900 (annually)** - Continued accessibility and ongoing compliance support as standards change

## Includes:

\* **20 FREE hours of annual consulting (a \$5,000 value)**

\* **FREE monthly tech audit reports for ongoing maintenance (a \$999 value)**

\* **Customized Accessibility Policy**

\* **ADASC Compliance Shield**

\* **No annual fee in year one**

*\* the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis & Rizzetta clients*







# PDFs

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs



# Hosting

\$300 per year (a \$1,200 value)

Includes the following premium features:

- Active firewall
  - Virus protection
  - SSL certificate
  - Daily file and database backup
  - Disaster recovery
  - Server optimization
- *the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis & Rizzetta clients*



### Districts Choose ADASC For:

- \* Turnkey solutions that provide unmatched convenience
- \* Services that don't just meet, but exceed, insurance requirements
- \* The most experienced team of experts in our field
- \* Our single focus on digital accessibility and compliance
- \* The lowest-cost option among legitimate service providers

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**New, Compliant Website: \$2,400**

**PDFs: \$99**

**Hosting & Backup: \$300**

**Year One Cost: \$2,799**





# **FREE for All Rizzetta Clients**

## **A \$5,999 Value**

- \* 20 FREE hours of annual website consulting (a \$5,000 value)
- \* FREE monthly tech audit reports for ongoing compliance (a \$999 value)



# A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"  
ABC TV'S *SHARK TANK*



# ***ADA Site Compliance***

**The Website & PDF Accessibility Experts Asked to Present to:**



**The Trusted Resource for Those That You Trust**







# Contact Information



**ADA Site Compliance, LLC**

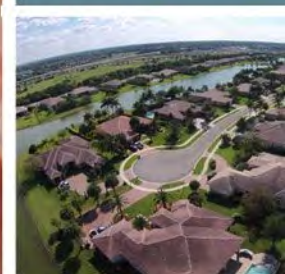
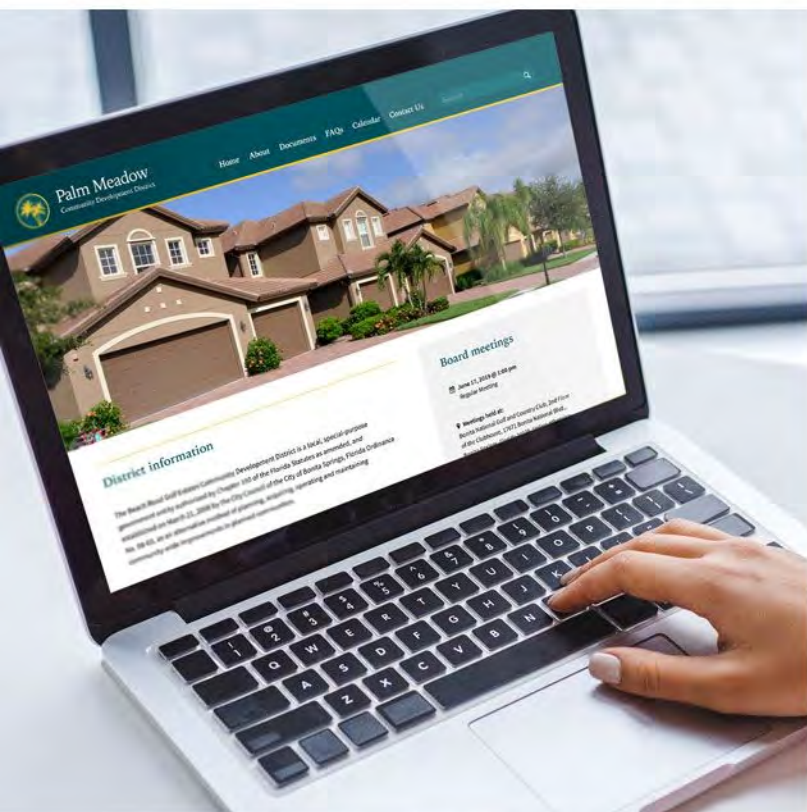
Jeremy Horelick, Vice President  
(561) 258-9518 Direct

[jeremy@AdaSiteCompliance.com](mailto:jeremy@AdaSiteCompliance.com)

**[www.AccessibleDistrictWebsites.com](http://www.AccessibleDistrictWebsites.com)**

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# Keeping your community informed. And you compliant.

Diamond Hill Community Development District

Proposal date: 2019-06-26

Proposal ID: L5JS6-E2ZEY-R5E6K-OPEDT

Pricing.....	2
Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



**Ted Saul**

*Director - Digital Communication*

 *Certified Specialist*

**campus**  
suite

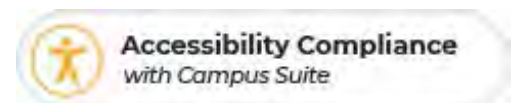
# Pricing

Effective date: 2019-07-01

Implementation	Quantity	Subtotal
<b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li></ul>	1	\$2,325.00
Annual ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly accessibility site reporting, monitoring and error corrections</li></ul>	1	\$615.00
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Remediation of up to 750 PDF pages</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	750*	\$937.50
<b>Social Media Manager</b>		Included

*\*Maximum PDF pages per 12 month period*

**Total: \$3,877.50**







## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### Designed for districts



**Easy-to-update website, hosting and support**



**Worry-free ADA-compliance, auditing and full reporting**



**Meets Florida statutes and federal laws**

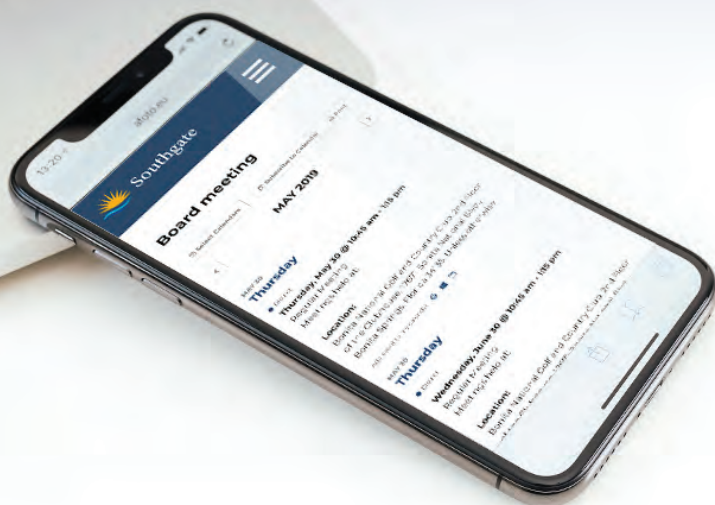


**Save CDD board time and money**

# Keeping your community informed and compliant.



**Accessibility Compliance**  
with Campus Suite



## We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

## A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy**  
**Website Accessibility Center**

[www.campussuite.com/accessibility-center](http://www.campussuite.com/accessibility-center)



# Frequently asked questions

## **For PDF service, what is the price per page?**

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

## **What does the PDF scan and remediation process look like?**

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

## **What does the ADA managed service process for our website look like?**

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

## **How long does it take?**

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

## **What standards do you follow for ADA?**

We follow WCAG AA 2.1 guidelines

## **Are there any hidden fees?**

No.

## **How long does it take to build the website?**

It depends upon your responsiveness, but generally only a couple of weeks.

## **Can we change the design of our website?**

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

## **Do your sites offer a calendar?**

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

# Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
  4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
  5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will

provide the District with reasonable advance notice in writing.

**4. Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

**5. Support Services.**

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

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

# Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 2019-07-01, between the Diamond Hill Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

## Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

## Operative Provisions:

**1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

**2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto as Exhibit A.

**3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

## 4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for 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 the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

**5. Compensation and Prompt Payment.**

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,515.00 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

**6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

**7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.



**8. No Infringement of Intellectual Property.** Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

**9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

**10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**11. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**12. Compliance with Governmental Regulations.** The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

**13. Insurance.** Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers

Compensation insurance as required by law.

**14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

**15. Indemnification.** Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**16. Conditions Precedent Prior to Any Litigation.** In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

**17. Remedies in the Event of Default.** Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**18. Controlling Law.** This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

**19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms

of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

**20. Public Records.** Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_, OR BY EMAIL AT \_\_\_\_\_, OR BY REGULAR MAIL AT \_\_\_\_\_.**

**21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

**22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

**23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

**24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

**25. Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

**27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.	Diamond Hill
<hr/>	<hr/>
Steve Williams VP of Marketing	Print name
Date	Date
	<hr/>

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# Diamond Hill CDD

URL: <http://diamondhillcdd.org/> Website Type: Medium

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 <sup>th</sup> , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated as per email from Eric Dailey – content upload cost added	VB Joshi



**Your website gets 2 Compliance Seals**

**VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal\***

(\* Human Audit Contract required)



*VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.*

Visit <https://vglobaltech.com/website-compliance/> for details.

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**Any violations are punishable under the law and shall be prosecuted.**



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## 1.0 The Law

Source: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

### **189.069 Special districts; required reporting of information; web-based public access. —**

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

## 2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**

## 2.1 Common Problems and Solutions in Website Accessibility?

### 2.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

## 2.1.5 Web Content Accessibility Guidelines (WCAG)

### Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.



**VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.**

**Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.**

Please see References section for several resources on compliance.

### 3.0 Pricing

#### Website Complexity: **Medium Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.  
All costs below are per website / CDD:**

##### **3.1 Existing Website Remediation / New Website Build:**

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	<b>ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)</b>
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	<b>Web Design Total: \$4750/- (one time)</b>

### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <b><i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i></b>
2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b><i>new documents during the maintenance year only</i></b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). <b>There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software.</b> If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	<b>Total Monthly Maintenance with full content upload, document conversion and Hosting:</b> <b>\$3500 / year      OR      \$300 / month</b>  *support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) **\$100 discount for one-time payment at the start of the contract ***Monthly maintenance must be paid before the 10 <sup>th</sup> of every month

### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

**Together we are now able to provide not one but two compliance seals for all our customers:**

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

#### 2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

**Cost for both Audits: \$1600 / Four Audits per Year**

- Paid as a onetime fee or in equal installments quarterly
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions:

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

## 4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

**Select Proper Option Below, Sign and Date, Return to [contact@vglobaltech.com](mailto:contact@vglobaltech.com):**

---

☐

### **Option1: Website only**

*Section 3.1: One time (website conversion and compliance cost):*

☐

### **Option2: Website and Monthly Maintenance w/ Hosting**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

☐

### **Option3: Website and Quarterly Audits**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

☐

### **Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

**Signatures:**

---

For Customer

Date

VB Joshi

---

For VGlobalTech

Date



## 5.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, *Disability Rights Section***

<https://www.ada.gov/websites2.htm>

**Web design Standards:** <https://www.w3schools.com/>

**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

<http://vglobaltech.com/website-compliance/>



## Tab 6

## **CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES**

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**DATE:** August 12, 2019

**BETWEEN:** **RIZZETTA TECHNOLOGY SERVICES, LLC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

**AND:** **DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT**  
12750 Citrus Park Lane, Suite 115  
Tampa, Florida 33625

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

### **PURPOSE; SCOPE OF SERVICES:**

- I. The purpose of this contract for technology services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.

**A. ONE-TIME SERVICES.** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:

- i. **Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

- ii. **E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

**B. STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services on a monthly basis to the District pursuant to this Contract:

- i. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
- ii. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

**II. ADDITIONAL SERVICES.** In addition to the One-Time and Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above as well as any changes in the scope requested by the District, will be considered additional services. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

**III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the

District has issued its written approval of the description and fees for such services to the Consultant.

- IV. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant may change the prices only with the District's written consent.

**V. FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- iv. For the purposes of this Contract, an out-of-pocket expense is an expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage and copies.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

#### **B. PAYMENT TERMS.**

- i. **One-Time Services.** One-Time Services will be billed at fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Standard On-Going Services.** Standard On-Going Services will be billed monthly at a fixed fee pursuant to the schedule shown in **Exhibit B**.
- iii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- v. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by



the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

**VII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

**VIII. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

**IX. RESPONSIBILITIES.**

**A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor, subcontractor, supplier, or of any other individual or entity performing services that are not under the control of the Consultant or its own employees, contractors, subcontractors, agents or related entities. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**X. TERMINATION.** This Contract may be terminated as follows:

**A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant at the address noted herein.

**B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.

- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the domain(s), e-mails, books and records of the District to the District or its designee. Upon termination, the District will continue to own the domain name, e-mail accounts and e-mail and website content.

**XI. GENERAL TERMS AND CONDITIONS.**

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Hillsborough County, Florida.
- E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

## **XII. INDEMNIFICATION.**

**A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless and/or willful misconduct of the Consultant or persons or entities within Consultants control and direction, the District agrees to indemnify and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District that relates to the subject matter of this Contract. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**XIII. INSURANCE.**

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
  - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**XIV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be

made by the Consultant or the District without the prior written approval of the other party is void.

- XV. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

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

**If to the District:**

Diamond Hill Community Development District  
12750 Citrus Park Lane, Suite 115  
Tampa, Florida 33625  
Attn: District Manager

**With a copy to:** Straley, Robin, Vericker  
1510 W. Cleveland Street  
Tampa, FL 33606  
Attn: District Counsel

**If to the Consultant:** Rizzetta Technology Services, LLC.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.



- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

**ACCEPTED BY:**

**RIZZETTA TECHNOLOGY SERVICES, LLC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: Managing Member

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name

**Exhibit A – Scope of Services**  
**Exhibit B – Schedule of Fees**

**EXHIBIT A**  
Scope of Services

**ONE-TIME SERVICES:** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract.

**Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

**E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

**STANDARD ON-GOING SERVICES:** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

1. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
2. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

**REQUIRED WEB SITE CONTENT:** Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents, which requirements may be changed from time to time and which Consultant shall be responsible for ensuring District compliance associated therewith. Changes to the requirements may be subject to additional fees:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and

- appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
  5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
  6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
  7. A description of the boundaries or service area of, and the services provided by, the special district.
  8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
  9. The primary contact information for the special district for purposes of communication from the department.
  10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
  11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
  12. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.
  13. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.
  14. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.
  15. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
  16. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
  17. The public facilities report, if applicable.
  18. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
  19. At least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least one (1) year after the event.

**LITIGATION SUPPORT SERVICES:** Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

**EXHIBIT B**  
Schedule of Fees

**One-Time Services** will be billed at a fee pursuant to the following schedule:

Website Development:	Yes_____	No_____	\$ 750.00
Email Set-up:	Yes_____	No_____	\$ 500.00
<b>Total One-Time Services:</b>			<b>\$_____</b>

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

		<b>MONTHLY</b>
Website Compliance and Management:		\$ 100.00
Email (50 GB per user) at \$15.00 per month per account:		
Board Supervisor Account	_____ X \$15.00	\$_____
Onsite Staff Account	_____ X \$15.00	\$_____
Miscellaneous Account	_____ X \$15.00	\$_____
<b>Total Standard On-Going Services:</b>		<b>\$_____</b>

**ADDITIONAL AND LITIGATION SUPPORT SERVICES:**

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Managing Partner	\$300.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Systems Administrator	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Manager, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

## **Tab 7**



**DIAMOND HILL  
COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2018**

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Diamond Hill Community Development District  
Hillsborough County, Florida

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Diamond Hill Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2018, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

### **Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated June 27, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

### **Report on Other Legal and Regulatory Requirements**

We have also issued our report dated June 27, 2019, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.



June 27, 2019

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Diamond Hill Community Development District, Hillsborough County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2018. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$192,111.
- The change in the District's total net position in comparison with the prior fiscal year was \$63,349, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2018, the District's governmental funds reported combined ending fund balances of \$1,104,070, an increase of \$34,824 in comparison with the prior fiscal year. A portion of fund balance is non-spendable for prepaid items, restricted for debt service, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements distinguish functions of the District that are principally supported by assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2018	2017
Current and other assets	\$ 1,108,768	\$ 1,073,915
Capital assets, net of depreciation	1,508,220	1,601,465
Total assets	2,616,988	2,675,380
Current liabilities	39,877	161,618
Long-term liabilities	2,385,000	2,385,000
Total liabilities	2,424,877	2,546,618
Net position		
Net investment in capital assets	(43,815)	(29,342)
Restricted for:		
Debt service	49,681	44,417
Unrestricted	186,245	113,687
Total net position	\$ 192,111	\$ 128,762

The District's net position reflects its investment in capital assets (e.g., land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
Revenues:	2018	2017
Program revenues		
Charges for services	\$ 413,254	\$ 463,883
Operating grants and contributions	2,059	-
General revenues		
Unrestricted investment earnings	5,670	2,584
Total revenues	420,983	466,467
Expenses:		
General government	95,433	71,271
Physical environment	175,294	160,771
Interest on long-term debt	86,907	91,052
Total expenses	357,634	323,094
Change in net position	63,349	143,373
Net position - beginning	128,762	(14,611)
Net position - ending	\$ 192,111	\$ 128,762

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2018 was \$357,634. The costs of the District's activities were primarily funded by program revenues. Program revenues, comprised primarily of assessments, decreased during the fiscal year. The decrease is the result of a decrease in per unit operations and maintenance assessments in the current year. In total, expenses, including depreciation, increased from the prior fiscal year, the increase was the result of the drainage improvement project.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.

## CAPITAL ASSET AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2018, the District had \$2,812,478 invested in capital assets for its governmental activities. In the government-wide financial statements, depreciation of \$1,304,258 has been taken, which resulted in a net book value of \$1,508,220. More detailed information about the District's capital assets is presented in the notes to the financial statements.

### Capital Debt

At September 30, 2018, the District had \$2,385,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.



## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Diamond Hill Community Development District's Finance Department at 12750 Citrus Park Lane, Suite 115, Tampa Florida, 33625.

## **FINANCIAL STATEMENTS**

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2018**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 995,452
Prepaid items	7,566
Restricted assets:	
Investments	105,750
Capital assets:	
Depreciable assets, net	<u>1,508,220</u>
Total assets	<u>2,616,988</u>
LIABILITIES	
Accounts payable and accrued expenses	4,698
Accrued interest payable	35,179
Non-current liabilities:	
Due within one year	125,000
Due in more than one year	<u>2,260,000</u>
Total liabilities	<u>2,424,877</u>
NET POSITION	
Net investment in capital assets	(43,815)
Restricted for:	
Debt service	49,681
Unrestricted	<u>186,245</u>
Total net position	<u>\$ 192,111</u>

See notes to the financial statements

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	
Primary government				
Governmental activities:				
General government	\$ 95,433	\$ 95,433	-	\$ -
Physical environment	175,294	107,721	-	(67,573)
Interest on long-term debt	86,907	210,100	2,059	125,252
Total governmental activities	357,634	413,254	2,059	57,679
General revenues:				
Unrestricted investment earnings				5,670
Total general revenues				5,670
Change in net position				63,349
Net position - beginning				128,762
Net position - ending				<u>\$ 192,111</u>

See notes to the financial statements

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2018**

	Major Funds		Total
	General	Debt Service	Governmental Funds
<b>ASSETS</b>			
Cash	\$ 995,452	\$ -	\$ 995,452
Investments	-	105,750	105,750
Prepaid items	7,566	-	7,566.00
Total assets	<u>\$ 1,003,018</u>	<u>\$ 105,750</u>	<u>\$ 1,108,768</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable and accrued expenses	4,698	\$ -	\$ 4,698
Total liabilities	<u>4,698</u>	<u>-</u>	<u>4,698</u>
Fund balances:			
Nonspendable:			
Prepaid items	7,566	-	7,566
Restricted for:			
Debt service	-	105,750	105,750
Unassigned	990,754	-	990,754
Total fund balances	<u>998,320</u>	<u>105,750</u>	<u>1,104,070</u>
Total liabilities and fund balances	<u>\$ 1,003,018</u>	<u>\$ 105,750</u>	<u>\$ 1,108,768</u>

See notes to the financial statements

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET-  
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2018**

Fund balance - governmental funds \$ 1,104,070

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.

Cost of capital assets	2,812,478	
Accumulated depreciation	<u>(1,304,258)</u>	1,508,220

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(35,179)	
Bonds payable	<u>(2,385,000)</u>	<u>(2,420,179)</u>
Net position of governmental activities		<u><u>\$ 192,111</u></u>

See notes to the financial statements

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Major Funds		Total
	General	Debt Service	Governmental Funds
REVENUES			
Assessments	\$ 203,154	\$ 210,100	\$ 413,254
Interest	5,670	2,059	7,729
Total revenues	208,824	212,159	420,983
EXPENDITURES			
Current:			
General government	95,433	-	95,433
Physical environment	82,049	-	82,049
Debt service:			
Principal	-	120,000	120,000
Interest	-	88,677	88,677
Total expenditures	177,482	208,677	386,159
Excess (deficiency) of revenues over (under) expenditures	31,342	3,482	34,824
Fund balances - beginning	966,978	102,268	1,069,246
Fund balances - ending	\$ 998,320	\$ 105,750	\$ 1,104,070

See notes to the financial statements



**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

Net change in fund balances - total governmental funds	\$	34,824
--	----	--------

Amounts reported for governmental activities in the statement of activities  
are different because:

Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		(93,245)
---	--	----------

Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		120,000
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The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.		1,770
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Change in net position of governmental activities	\$	63,349
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See notes to the financial statements

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
NOTES TO THE FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Diamond Hill Community Development District ("District") was established on May 11, 2004 by Ordinance No. 04-23 of Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("the Board"), which is composed of five members. The Supervisors are elected on an at large basis by the landowners of the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operations and maintenance of the District. The fiscal year for which annual assessments may be levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The government reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Stormwater management system	30
Landscaping	10

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Fund Equity/Net Position (Continued)**

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

### **Other Disclosures**

#### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## **NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year, the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

## **NOTE 4 – DEPOSITS AND INVESTMENTS**

### **Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

## NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

### Investments

The District's investments were held as follows at September 30, 2018:

	Amortized cost	Credit Risk	Weighted Average Maturities
First American Treasury Obligations CL Z	\$ 105,750	S&P AAAM	18 days
Total Investments	<u>\$ 105,750</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond indenture limits the type of investments held using unspent Bond proceeds.

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.



## NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2018 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, being depreciated				
Stormwater management system	2,740,569	-	-	2,740,569
Landscaping	71,909	-	-	71,909
Total capital assets, being depreciated	2,812,478	-	-	2,812,478
Less accumulated depreciation for:				
Stormwater management system	1,142,445	91,352	-	1,233,797
Landscaping	68,568	1,893	-	70,461
Total accumulated depreciation	1,211,013	93,245	-	1,304,258
Total capital assets, being depreciated, net	1,601,465	(93,245)	-	1,508,220
Governmental activities capital assets, net	\$ 1,601,465	\$ (93,245)	\$ -	\$ 1,508,220

Depreciation expense was charged to the physical environment function.

## NOTE 6 – LONG-TERM LIABILITIES

### Series 2013

In March 2013, the District issued \$2,940,000 of Capital Improvement Revenue Refunding Bonds, Series 2013, due May 1, 2033, with a fixed interest rate of 3.54%. The Bonds were issued to refund the District's outstanding Capital Improvement Revenue Bonds, Series 2004 (the "Refunded Bonds") and pay certain costs associated with the issuance of the Series 2013 Bonds. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2014 through May 1, 2033.

The Series 2013 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2018.

### Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2018 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2013	\$ 2,505,000	\$ -	\$ 120,000	\$ 2,385,000	\$ 125,000
Total	\$ 2,505,000	\$ -	\$ 120,000	\$ 2,385,000	\$ 125,000

## NOTE 6 – LONG-TERM LIABILITIES (Continued)

### Long-term debt activity (Continued)

At September 30, 2018, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2019	\$ 125,000	\$ 84,429	\$ 209,429
2020	130,000	80,004	210,004
2021	130,000	75,402	205,402
2022	135,000	70,800	205,800
2023	140,000	66,021	206,021
2024-2028	785,000	252,048	1,037,048
2029-2033	940,000	102,129	1,042,129
Total	<u>\$ 2,385,000</u>	<u>\$ 730,833</u>	<u>\$ 3,115,833</u>

## NOTE 7 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

## NOTE 8 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. The District has not filed any claims under this commercial coverage during the last three years.

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Budgeted Amounts <u>Original &amp; Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 200,838	\$ 203,154	\$ 2,316
Interest	500	5,670	5,170
Total revenues	<u>201,338</u>	<u>208,824</u>	<u>7,486</u>
EXPENDITURES			
Current:			
General government	85,043	95,433	(10,390)
Physical environment	116,295	82,049	34,246
Total expenditures	<u>201,338</u>	<u>177,482</u>	<u>23,856</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	31,342	<u>\$ 31,342</u>
Fund balance - beginning		<u>966,978</u>	
Fund balance - ending		<u>\$ 998,320</u>	

See notes to required supplementary information

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2018.



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors  
Diamond Hill Community Development District  
Hillsborough County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Diamond Hill Community Development District, Hillsborough County, Florida (the "District") as of and for the fiscal year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 27, 2019.

### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Ghav & Associates".

June 27, 2019





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Diamond Hill Community Development District  
Hillsborough County, Florida

We have examined Diamond Hill Community Development District, Hillsborough County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2018. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2018.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Diamond Hill Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*Grau & Associates*

June 27, 2019



# Grau & Associates

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## MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors  
Diamond Hill Community Development District  
Hillsborough County, Florida

### Report on the Financial Statements

We have audited the accompanying basic financial statements of Diamond Hill Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated June 27, 2019.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 27, 2019, should be considered in conjunction with this management letter.

### Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Diamond Hill Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Diamond Hill Community Development District, Hillsborough County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

*Grau & Associates*

June 27, 2019

## **REPORT TO MANAGEMENT**

### **I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS**

None

### **II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS**

None

### **III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2017.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2018.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2018.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2018. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

## Tab 8



Rizzetta & Company

# **Diamond Hill Community Development District**

[Diamondhillcdd.org](http://Diamondhillcdd.org)

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**Approved Proposed Budget for Fiscal Year 2019/2020**

**Presented by: Rizzetta & Company, Inc.**

**9428 Camden Field Parkway**

**Riverview, Florida 33578**

**Phone: 813-533-2950**

[rizzetta.com](http://rizzetta.com)

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## **GENERAL FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

---

### **EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with

Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond

proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



## **RESERVE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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### **EXPENDITURES:**

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## **DEBT SERVICE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

**Proposed Budget**  
**Diamond Hill Community Development District**  
**General Fund**  
**Fiscal Year 2019/2020**

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	Chart of Accounts Classification	Actual YTD through 02/28/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
1								
2	<b>REVENUES</b>							
3								
12	Interest Earnings							
13	Interest Earnings	\$ 1,360	\$ 3,264	\$ 500	\$ 2,764	\$ 2,000	\$ 1,500	2761
14	Special Assessments							
15	Tax Roll*	\$ 168,051	\$ 168,051	\$ 166,670	\$ 1,381	\$ 177,635	\$ 10,965	\$200,838 including reserve
31								
32	<b>TOTAL REVENUES</b>	<b>\$ 169,411</b>	<b>\$ 171,315</b>	<b>\$ 167,170</b>	<b>\$ 4,145</b>	<b>\$ 179,635</b>	<b>\$ 12,465</b>	
35								
36	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 169,411</b>	<b>\$ 171,315</b>	<b>\$ 167,170</b>	<b>\$ 4,145</b>	<b>\$ 179,635</b>	<b>\$ 12,465</b>	
37								
40	<b>EXPENDITURES - ADMINISTRATIVE</b>							
41								
42	Legislative							FY17-18
43	Supervisor Fees	\$ 3,000	\$ 7,200	\$ 5,000	\$ (2,200)	\$ 6,000	\$ 1,000	4400
44	Financial & Administrative							
45	Administrative Services	\$ 1,875	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ -	4500
46	District Management	\$ 7,583	\$ 18,199	\$ 18,200	\$ 1	\$ 18,565	\$ 365	Slight increase 18200
47	District Engineer	\$ 4,261	\$ 10,226	\$ 5,000	\$ (5,226)	\$ 5,000	\$ -	Increase based on history 20153
49	Trustees Fees	\$ 1,616	\$ 3,878	\$ 3,500	\$ (378)	\$ 3,500	\$ -	3233
50	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	5000
51	Financial & Revenue Collections	\$ 2,083	\$ 4,999	\$ 5,000	\$ 1	\$ 5,000	\$ -	5000
52	Accounting Services	\$ 6,667	\$ 16,001	\$ 16,000	\$ (1)	\$ 17,000	\$ 1,000	slight increase 16000
53	Auditing Services	\$ 3,100	\$ 3,100	\$ 3,150	\$ 50	\$ 3,200	\$ 50	Contract 3085
55	Miscellaneous Mailings		\$ -	\$ 500	\$ 500	\$ 500	\$ -	
59	Public Officials Liability Insurance	\$ 2,250	\$ 2,250	\$ 2,475	\$ 225	\$ 2,475	\$ -	EGIS est. 2250
60	Legal Advertising	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	2500
62	Dues, Licenses & Fees	\$ 175	\$ 420	\$ 175	\$ (245)	\$ 175	\$ -	175
63	Miscellaneous Fees (agendas)		\$ -	\$ 1,000	\$ 1,000	\$ 500	\$ (500)	184
66	Website Hosting, Maintenance, Backup (and Email)	\$ 500	\$ 1,200	\$ 1,200	\$ -	\$ 5,000	\$ 3,800	Website ADA Access 1200
67	Legal Counsel							
68	District Counsel	\$ 3,938	\$ 9,451	\$ 7,500	\$ (1,951)	\$ 7,500	\$ -	5326
73								
74	<b>Administrative Subtotal</b>	<b>\$ 42,048</b>	<b>\$ 86,425</b>	<b>\$ 80,200</b>	<b>\$ (6,226)</b>	<b>\$ 85,915</b>	<b>\$ 5,715</b>	
75								
76	<b>EXPENDITURES - FIELD OPERATIONS</b>							
77								
90	Electric Utility Services							
91	Utility Services	\$ 260	\$ 624	\$ 1,000	\$ 376	\$ 1,000	\$ -	884
111	Stormwater Control							
113	Aquatic Maintenance	\$ 3,500	\$ 8,400	\$ 8,400	\$ -	\$ 8,400	\$ -	8400
115	Lake/Pond Bank Maintenance	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,250	\$ (250)	0
116	Wetland Monitoring & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
118	Aquatic Plant Replacement	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
119	Stormwater System Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
124	Miscellaneous Expense	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
125	Other Physical Environment							
131	Property Insurance	\$ 1,200	\$ 1,200	\$ 4,070	\$ 2,870	\$ 1,320	\$ (2,750)	EGIS Est. 1200
132	General Liability Insurance	\$ 2,500	\$ 2,500	\$ -	\$ (2,500)	\$ 2,750	\$ 2,750	EGIS est. 2500
133	Rust Prevention		\$ -	\$ -	\$ -	\$ -	\$ -	Not on budget
134	Entry & Walls Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
135	Landscape Maintenance	\$ 19,173	\$ 46,015	\$ 45,000	\$ (1,015)	\$ 46,000	\$ 1,000	Contract \$42,686.69 45248
136	Ornamental Lighting & Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	1634
137	Well Maintenance	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	0
142	Holiday Decorations	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	103
144	Irrigation Repairs	\$ 675	\$ 1,620	\$ 1,000	\$ (620)	\$ 2,000	\$ 1,000	3932
147	Landscape Replacement Plants, Shrubs, Trees	\$ 369	\$ 886	\$ 5,000	\$ 4,114	\$ 5,000	\$ -	4075
151	Miscellaneous Expense	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
218	Contingency							
219	Miscellaneous Fees	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
220	Miscellaneous Contingency	\$ 8,950	\$ 21,480	\$ 10,000	\$ (11,480)	\$ 15,000	\$ 5,000	14084
223								
224	<b>Field Operations Subtotal</b>	<b>\$ 36,627</b>	<b>\$ 82,725</b>	<b>\$ 86,970</b>	<b>\$ 4,245</b>	<b>\$ 93,720</b>	<b>\$ 6,750</b>	
227								
228	<b>TOTAL EXPENDITURES</b>	<b>\$ 78,675</b>	<b>\$ 169,150</b>	<b>\$ 167,170</b>	<b>\$ (1,981)</b>	<b>\$ 179,635</b>	<b>\$ 12,465</b>	
229								
230	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 90,736</b>	<b>\$ 2,165</b>	<b>\$ -</b>	<b>\$ 2,164</b>	<b>\$ -</b>	<b>\$ -</b>	
231								

**Proposed Budget**  
**Diamond Hill Community Development District**  
**Reserve Fund**  
**Fiscal Year 2019/2020**

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Chart of Accounts Classification	Actual YTD through 02/28/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
<b>REVENUES</b>							
Special Assessments							
Tax Roll*	\$ 34,168	\$ 34,168	\$ 34,168	\$ -	\$ 23,203	\$ (10,965)	17245
Other Miscellaneous Revenues							
Miscellaneous Revenues (interest)		\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL REVENUES</b>	<b>\$ 34,168</b>	<b>\$ 34,168</b>	<b>\$ 34,168</b>	<b>\$ -</b>	<b>\$ 23,203</b>	<b>\$ (10,965)</b>	
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 34,168</b>	<b>\$ 34,168</b>	<b>\$ 34,168</b>	<b>\$ -</b>	<b>\$ 23,203</b>	<b>\$ (10,965)</b>	
<b>EXPENDITURES</b>							
Contingency							
Capital Reserves	\$ 34,168	\$ 82,003	\$ 34,168	\$ (47,835)	\$ 23,203	\$ (10,965)	
<b>TOTAL EXPENDITURES</b>	<b>\$ 34,168</b>	<b>\$ 82,003</b>	<b>\$ 34,168</b>	<b>\$ (47,835)</b>	<b>\$ 23,203</b>	<b>\$ (10,965)</b>	
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>	<b>\$ (47,835)</b>	<b>\$ -</b>	<b>\$ (47,835)</b>	<b>\$ -</b>	<b>\$ -</b>	

**Budget Template**  
**Diamond Hill Community Development District**  
**Debt Service**  
**Fiscal Year 2019/2020**

<b>Charts of Accounts Classification</b>	<b>Series 2013</b>	<b>Budget for 2019/2020</b>
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments	\$207,703.77	\$207,703.77
<b>TOTAL REVENUES</b>	<b>\$207,703.77</b>	<b>\$207,703.77</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Financial & Administrative		
Debt Service Obligation	\$207,703.77	\$207,703.77
<b>Administrative Subtotal</b>	<b>\$207,703.77</b>	<b>\$207,703.77</b>
<b>TOTAL EXPENDITURES</b>	<b>\$207,703.77</b>	<b>\$207,703.77</b>
<b>EXCESS OF REVENUES OVER EXPENDITURE</b>	<b>\$0.00</b>	<b>\$0.00</b>

Hillsborough County Collection Costs (2%) and Early Payment Discount      6.0%

**Gross assessments**      **\$220,961.46**

**Notes:**

1. Tax Roll Collection Costs for Hillsborough County are 6.0% of Tax Roll. Budgeted net of tax roll assessments.      See Assessment Table.

**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2019/2020 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

2019/2020 O&M Budget	\$200,838.00
Collection Costs 2%	\$4,273.15
Early Payment Discount 4%	\$8,546.30
2019/2020 Total:	<u><u>\$213,657.45</u></u>

2018/2019 O&M Budget	\$200,838.00
2019/2020 O&M Budget	\$200,838.00
Total Difference:	<u><u>\$0.00</u></u>

	<b><u>PER UNIT ANNUAL ASSESSMENT</u></b>		<b><u>Proposed Increase / Decrease</u></b>	
	<b><u>2018/2019</u></b>	<b><u>2019/2020</u></b>	<b><u>\$</u></b>	<b><u>%</u></b>
Debt Service - Single Family 50'	\$399.43	\$399.43	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$475.85	\$475.85	\$0.00	0.00%
<b>Total</b>	<b>\$875.28</b>	<b>\$875.28</b>	<b>\$0.00</b>	<b>0.00%</b>
Debt Service - Single Family 60'	\$479.31	\$479.31	\$0.00	0.00%
Operations/Maintenance - Single Family 60'	\$475.85	\$475.85	\$0.00	0.00%
<b>Total</b>	<b>\$955.16</b>	<b>\$955.16</b>	<b>\$0.00</b>	<b>0.00%</b>
Debt Service - Single Family 80'	\$639.07	\$639.07	\$0.00	0.00%
Operations/Maintenance - Single Family 80'	\$475.85	\$475.85	\$0.00	0.00%
<b>Total</b>	<b>\$1,114.92</b>	<b>\$1,114.92</b>	<b>\$0.00</b>	<b>0.00%</b>
Debt Service - Single Family 100'	\$639.07	\$639.07	\$0.00	0.00%
Operations/Maintenance - Single Family 100'	\$475.85	\$475.85	\$0.00	0.00%
<b>Total</b>	<b>\$1,114.92</b>	<b>\$1,114.92</b>	<b>\$0.00</b>	<b>0.00%</b>



**DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2019/2020 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$200,838.00
COLLECTION COSTS	2.0%	\$4,273.15
EARLY PAYMENT DISCOUNT	4.0%	\$8,546.30
TOTAL O&M ASSESSMENT		<u>\$213,657.45</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				TOTAL	PER LOT ANNUAL ASSESSMENT		
	SERIES 2013 O&M	SERIES 2013 DEBT SERVICE <sup>(1) (2)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	SERIES 2013 DEBT SERVICE ASSESSMENT	O&M <sup>(3)</sup>	DEBT SERVICE <sup>(4)</sup>	TOTAL <sup>(5)</sup>
Single Family 50'	210	210	1.00	210.00	46.77%	\$99,928.87	\$83,880.30	\$475.85	\$399.43	\$875.28
Single Family 60'	87	86	1.00	87.00	19.38%	\$41,399.10	\$41,220.66	\$475.85	\$479.31	\$955.16
Single Family 80'	124	122	1.00	124.00	27.62%	\$59,005.62	\$77,966.54	\$475.85	\$639.07	\$1,114.92
Single Family 100'	28	28	1.00	28.00	6.24%	\$13,323.85	\$17,893.96	\$475.85	\$639.07	\$1,114.92
	<u>449</u>	<u>446</u>		<u>449.00</u>	<u>100.00%</u>	<u>\$213,657.45</u>	<u>\$220,961.46</u>			
LESS: Hillsborough County Collection Costs (2%) and Early Payment Discounts (4%):						<u>(\$12,819.45)</u>	<u>(\$13,257.69)</u>			
Net Revenue to be Collected						<u>\$200,838.00</u>	<u>\$207,703.77</u>			

<sup>(1)</sup> Reflects 3 (three) Series 2013 prepayments.

<sup>(2)</sup> Reflects the number of total lots with Series 2013 debt outstanding.

<sup>(3)</sup> Note this assessment table reflects an equal per unit O&M assessment approved by the Board of Supervisors.

<sup>(4)</sup> Annual debt service assessment per lot adopted in connection with the Series 2013 bond issue. Annual assessment includes principal, interest, Hillsborough County collection costs and early payment discounts.

<sup>(5)</sup> Annual assessment that will appear on November 2019 Hillsborough County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

## Tab 9

## **RESOLUTION 2019-05**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Diamond Hill Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set August 12, 2019 as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

## SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2) (a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Diamond Hill Community Development District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$409,541.77 to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District, exclusive of collection costs, during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$179,635.00
RESERVES	\$ 22,203.00
DEBT SERVICE FUND – SERIES 2013	\$207,703.77
TOTAL ALL FUNDS	\$409,541.77

## SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF AUGUST, 2019.**

ATTEST:

**DIAMOND HILL COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Adopted Budgets for Fiscal Year 2019/2020

**Exhibit A:**

Adopted Budgets for Fiscal Year 2019/2020



## **Tab 10**

## RESOLUTION 2019-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Diamond Hill Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Hillsborough County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”), attached hereto as **Exhibit “A,”** and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

**A. Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

**B. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 12<sup>TH</sup> day of August, 2019

ATTEST:

**DIAMOND HILL COMMUNITY  
DEVELOPMENT DISTRICT**

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

By:\_\_\_\_\_

Its:\_\_\_\_\_

**Exhibit A:** Adopted Budgets for Fiscal Year 2019/2020

**Exhibit B:** Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

**Exhibit A:**

Adopted Budgets for Fiscal Year 2019/2020

**Exhibit B:**

Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)



## **Tab 11**

**RESOLUTION 2019-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with Hillsborough County, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 12<sup>TH</sup> day of August, 2019.

ATTEST:

**DIAMOND HILL  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairman, Board of Supervisors

**EXHIBIT “A”  
BOARD OF SUPERVISORS’ MEETING DATES  
DIAMOND HILL  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2019/2020**

October 14, 2019  
December 9, 2019  
February 10, 2020  
April 13, 2020  
June 8, 2020  
August 10, 2020

All meetings will convene at 4:00 p.m. at the office of Rizzetta & Company, Inc. located at 9428 Camden Field Parkway, Riverview, Florida 33578.