



Rizzetta & Company

Waterford Community Development District

Board of Supervisors' Meeting September 1, 2023

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
813.994.1001**

www.waterfordcdd.org

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

Offices of Coastal-Engineering Associates, LLC.
966 Candlelight Blvd., Brooksville, FL 34601
www.waterfordcdd.org

| | | |
|-----------------------------|---|--|
| Board of Supervisors | Ron Bastyr Shane O'Neil Cole Bastyr Lynette Bastyr Cheri O'Neil | Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary |
| District Manager | Jillian Minichino | Rizzetta & Company, Inc. |
| District Counsel | John Vericker | Straley, Robin, Vericker |
| District Engineer | Cliff Manuel | Coastal Engineering |

All cellular phones must be placed on mute 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 (239) 936-0913. 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.

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
Waterfordcdd.org

August 25, 2023

Board of Supervisors
**Waterford Community
Development District**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterford Community Development District will be held on **Friday, September 1, 2023 at 10:00 a.m.** at the offices of Coastal Engineering Associates, Inc., 966 Candlelight Blvd., Brooksville, Florida 34601. The following is the tentative agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Authorization of RFP for Construction Services
 - B. Consideration of Street Light Agreements with WREC.....Tab 1
 - C. **Discussion Regarding Phase 3B Infrastructure Construction**
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors'
Meeting held on August 11, 2023..... Tab 2
 - B. Consideration of Operation and Maintenance
Expenditures for July 2023 Tab 3
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 1. Presentation of District Manager Report.....Tab 4
 2. Presentation of 2nd Quarter Website Audit.....Tab 5
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Jillian Minichino

Jillian Minichino
District Manager

Tab 1

STREET/OUTDOOR LIGHTING AGREEMENT
(New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the August day of 22, 2023, by and between **Withlacoochee River Electric Cooperative, Inc.**, a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and Waterford Community Development District, whose address is 3434 Colwell Ave, Suite 200 Tampa FL 33614 ("Customer").

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at 7596 CORTEZ OAKS BLVD and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the "System") on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

(a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

(b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

(c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

(d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM; TERMINATION

(a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. SYSTEM MALFUNCTIONS

(a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

**WITHLACOOCHEE RIVER
ELECTRIC COOPERATIVE, INC.**

Signature

Signature

Printed Name of Customer

Printed Name and Title

Title

Date

EXHIBIT A


| Property Information | |
|----------------------|---|
| Site Address: | 7596 CORTEZ OAKS BLVD  |
| Description: | 187 ACRES MOL IN OF NE1/4 & SE1/4 LESS CO WELL SITE ORB 1069 PG 708 ORB 2866 PG 1028 |
| DOR Code: | (00) VACANT RESIDENTIAL |
| Levy Code: | CWES |
| | Sec/Tnshp/Rng: 30-22-18 |
| Subdivision: | |
| Neighborhood: | CORTEZ BLVD,US 19-HIGHPOINT (C50W) |

EXHIBIT B

| Type | Description | Quantity |
|------|------------------------|----------|
| 205 | LED Cobra Head 100W EQ | 32 |
| 910 | 30' Concrete pole | 32 |

EXHIBIT C

| Type | Description | Rates |
|------|------------------------|--------|
| 205 | LED Cobra Head 100W EQ | \$9.25 |
| 910 | 30' Concrete pole | \$4.50 |

STREET/OUTDOOR LIGHTING AGREEMENT
(New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the August day of 22, 2023, by and between **Withlacoochee River Electric Cooperative, Inc.**, a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and Waterford Community Development District, whose address is 3434 Colwell Ave, Suite 200 Tampa FL 33614 ("Customer").

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CUSTOMER

**WITHLACOOCHIE RIVER
ELECTRIC COOPERATIVE, INC.**

Signature

Signature

Printed Name of Customer

Printed Name and Title

Title

Date

EXHIBIT A


| Property Information | |
|----------------------|---|
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| Description: | 187 ACRES MOL IN OF NE1/4 & SE1/4 LESS CO WELL SITE ORB 1069 PG 708 ORB 2866 PG 1028 |
| DOR Code: | (00) VACANT RESIDENTIAL |
| Levy Code: | CWES |
| | Sec/Tnshp/Rng: 30-22-18 |
| Subdivision: | |
| Neighborhood: | CORTEZ BLVD,US 19-HIGHPOINT (C50W) |

EXHIBIT B

| Type | Description | Quantity |
|------|------------------------|----------|
| 935 | 18' Fiberglass pole | 25 |
| 210 | LED Coach Head 100W EQ | 25 |

EXHIBIT C

| Type | Description | Rates |
|------|------------------------|---------|
| 935 | 18' Fiberglass Pole | \$3.50 |
| 210 | LED Coach Head 100W EQ | \$11.75 |

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(New Lighting)

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(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

**WITHLACOOCHEE RIVER
ELECTRIC COOPERATIVE, INC.**

Signature

Signature

Printed Name of Customer

Printed Name and Title

Title

Date

EXHIBIT A


| Property Information | |
|----------------------|---|
| Site Address: | 7596 CORTEZ OAKS BLVD  |
| Description: | 187 ACRES MOL IN OF NE1/4 & SE1/4 LESS CO WELL SITE ORB 1069 PG 708 ORB 2866 PG 1028 |
| DOR Code: | (00) VACANT RESIDENTIAL |
| Levy Code: | CWES |
| | Sec/Tnshp/Rng: 30-22-18 |
| Subdivision: | |
| Neighborhood: | CORTEZ BLVD,US 19-HIGHPOINT (C50W) |

EXHIBIT B

| Type | Description | Quantity |
|------|------------------------|----------|
| 205 | LED Cobra Head 100W EQ | 17 |
| 910 | 30' Concrete pole | 17 |

EXHIBIT C

| Type | Description | Rates |
|------|------------------------|--------|
| 205 | LED Cobra Head 100W EQ | \$9.25 |
| 910 | 30' Concrete pole | \$4.50 |

Tab 2

MINUTES OF MEETING

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

**WATERFORD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Waterford Community Development District was held on **Friday, August 11, 2023, at 10:03 a.m.** at the offices of Coastal Engineering Associates, Inc., located at 966 Candlelight Blvd., Brooksville, FL 34601.

Present and constituting a quorum:

| | |
|--------------|--|
| Ron Bastyr | Board Supervisor, Chairman |
| Shane O'Neil | Board Supervisor, Vice-Chairman |
| Cole Bastyr | Board Supervisor, Assistant Secretary |

Also present were:

| | |
|-------------------|---|
| Scott Brizendine | VP of Operations, Rizzetta & Company |
| Jillian Minichino | District Manager, Rizzetta & Company |
| Vivek Babber | District Counsel, Straley Robin Vericker (via phone) |
| | Audience None |

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine opened the meeting at 10:15 a.m. and noted that there were no audience members in attendance.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience members were present.

THIRD ORDER OF BUSINESS

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

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors opened the public hearing on fiscal year 2023/2024 final budget, for the Waterford Community Development District.

Mr. Brizendine reviewed the budget. There were no questions from the e Board or any audience in attendance.

WATERFORD COMMUNITY DEVELOPMENT DISTRICT
August 11, 2023 - Minutes of Meeting
Page 2

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors closed the public hearing on fiscal year 2023/2024 final budget, for the Waterford Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-05,
Adopting Fiscal Year 2023/2024 Final
Budget**

Mr. Brizendine presented Resolution 2023-05 to the Board.

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors approved Resolution 2023-05; adopting Fiscal Year 2023/2024 final budget totaling \$588,659.26 (\$257,413-General Fund and \$331,246.26- Debt Service), for the Waterford Community Development District.

FIFTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2023/2024 Assessments**

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors opened the public hearing on fiscal year 2023/2024 assessments, for the Waterford Community Development District.

Mr. Brizendine noted that there were no audience members in attendance.

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors closed the public hearing on fiscal year 2023/2024 assessments, for the Waterford Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-06,
Levying O & M Assessments for Fiscal
Year 2023/2024**

Mr. Brizendine presented Resolution 2023-06 to the Board. There were no questions put forward.

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors approved Resolution 2023-06; levying assessments to fund Fiscal Year 2023/2024 final budget and certifying the assessment roll, for the Waterford Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2023/2024
Developer Funding Agreement**

Mr. Brizendine reviewed the Developer Funding Agreement. There were no questions put forward.

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

August 11, 2023 - Minutes of Meeting

Page 3

of Supervisors approved the fiscal year 2023/2024 Developer Funding Agreement, for the Waterford Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Rizzetta & Company's Contractual Amendment

Mr. Brizendine presented the second addendum to Rizzetta and Company. LLC's contract for Professional District Services. There were no questions put forward.

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors approved the second addendum to Rizzetta and Company. LLC's contract for Professional District Services , for the Waterford Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2023-07, Setting the Fiscal year 2023/2024 Meeting Schedule

The Board indicated that it would like to continue to meet on the first Friday of each month at 10:00 a.m. . at the offices of Coastal Engineering Associates, Inc., located at 966 Candlelight Blvd., Brooksville, FL 34601.

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors approved Resolution 2023-07; setting the meeting schedule for fiscal Year 2023/2024, as discussed, for the Waterford Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2023-08, Re-Designating a Secretary

Mr. Brizendine presented Resolution 2023-08, explaining that Mr. Schleifer was transferred to a different division of Rizzetta and Management is recommending that he be appointed as secretary.

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors approved Resolution 2023-08, appointing Scott Brizendine as Secretary, for the Waterford Community Development District.

ELEVENTH ORDER OF BUSINESS

Authorization of RFP for Amenity Center

It was noted that the RFP was not ready to send out yet. The Board asked that Mr. Brizendine work with the Board to wrap up the highlighted sections of the FFP.

On a motion by Mr. Ron Bastyr and seconded by Mr. O'Neil, with all in favor, the Board of Supervisors authorized Staff to work with the Chair or Vice Chair to finalize the RFP, for the Waterford Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of the Minutes of the

WATERFORD COMMUNITY DEVELOPMENT DISTRICT
August 11, 2023 - Minutes of Meeting
Page 4

Regular Meeting held on June 2, 2023

On a Motion by Mr. Ron Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held on June 2, 2023, as presented for the Waterford Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Special Meeting held on June 9, 2023**

On a Motion by Mr. Ron Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors approved the minutes of the special meeting held on June 9, 2023, as presented for the Waterford Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Ratification of Operation &
Maintenance Expenditures for May
and June 2023**

On a Motion by Mr. Ron Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for May 2023 (\$0.000 and June 2023 (\$12,791.70), for the Waterford Community Development District.

FIFTEENTH ORDER OF BUSINESS

**Ratification of Construction
Requisitions #CR 7-9**

On a Motion by Mr. Ron Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors ratified the Construction Requisitions #CR 7-9 for the Waterford Community Development District.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

Not present.

C. District Manager Report

Mr. Brizendine reminded the Board of Supervisors that the next regular meeting is scheduled for September 1, 2023, at 10:30 a.m.

There were no questions regarding the Manger's Report.

SEVENTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

WATERFORD COMMUNITY DEVELOPMENT DISTRICT
August 11, 2023 - Minutes of Meeting
Page 5

On a motion from Mr. Ron Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors adjourned the meeting at 10:18 a.m., for the Waterford Community Development District.

Assistant Secretary

Chairman / Vice-Chairman

DRAFT

Tab 3

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures

July 2023

For Board Approval

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

The total items being presented: **\$6,179.30**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterford Community Development District Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--------------------------|---------------------|------------------------|---|---------------------------|
| Rizzetta & Company, Inc. | 100087 | INV0000081400 | District Management Fees 07/23 | \$ 4,130.00 |
| Straley Robin Vericker | 100088 | 23321 | General Legal Services 06/23 | \$ 1,425.00 |
| Times Publishing Company | 100089 | 0000294026 07/12/23 | Account #323765 Legal Advertising 07/23 | \$ 537.00 |
| Times Publishing Company | 100090 | 0000294027 07/19/23 | Account #323765 Legal Advertising 07/23 | <u>\$ 87.30</u> |
| Report Total | | | | <u>\$ 6,179.30</u> |

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

Invoice

| Date | Invoice # |
|----------|---------------|
| 7/1/2023 | INV0000081400 |

Bill To:

Waterford CDD
Oak Hill Land, LLC
18125 Wayne Road
Odessa FL 33556

| Services for the month of | Terms | Client Number |
|---------------------------|--------------|---------------|
| July | Upon Receipt | 00621 |

| Description | Qty | Rate | Amount |
|--|----------|------------|------------|
| Accounting Services | 1.00 | \$1,600.00 | \$1,600.00 |
| Administrative Services | 1.00 | \$350.00 | \$350.00 |
| Email Accounts, Admin & Maintenance | 2.00 | \$15.00 | \$30.00 |
| Financial & Revenue Collections Services | 1.00 | \$300.00 | \$300.00 |
| Management Services | 1.00 | \$1,750.00 | \$1,750.00 |
| Website Compliance & Management | 1.00 | \$100.00 | \$100.00 |
| | Subtotal | | \$4,130.00 |
| | Total | | \$4,130.00 |

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Waterford Community Development District
3434 Colwell Avenue Suite 200
Tampa, FL 33614

July 17, 2023

Client: 001592

Matter: 000001

Invoice #: 23321

Page: 1

RE: General

For Professional Services Rendered Through July 11, 2023

SERVICES

| Date | Person | Description of Services | Hours | Amount |
|-----------------------------|--------|---|-------|------------|
| 5/30/2023 | WAS | REVIEW PROPOSED BUDGET, COMMUNICATIONS WITH DISTRICT MANAGER REGARDING NEWSPAPER ADVERTISEMENTS FOR BUDGET HEARING. | 0.2 | \$65.00 |
| 5/31/2023 | MS | PREPARE PUBLICATION ADS FOR 23/24 BUDGET HEARING AND MAILED NOTICE LETTER FOR BUDGET INCREASE. | 1.8 | \$315.00 |
| 6/2/2023 | MKS | PREPARATION FOR AND ATTENDANCE AT CDD BOARD OF SUPERVISORS MEETING (VIA CONFERENCE TELEPHONE). | 0.6 | \$225.00 |
| 6/5/2023 | MS | PREPARE PUBLICATION ADS FOR 2023/2024 BUDGET HEARING. | 1.2 | \$210.00 |
| 6/8/2023 | WAS | COMMUNICATIONS WITH DISTRICT MANAGER REGARDING AGENDA FOR BOARD OF SUPERVISORS MEETING. | 0.1 | \$32.50 |
| 6/9/2023 | WAS | PREPARE FOR AND ATTEND CONTINUED BOARD OF SUPERVISORS MEETING. | 0.4 | \$130.00 |
| 6/21/2023 | JMV | REVIEW COMMUNICATION FROM D. VALLEY; REVIEW LEGAL NOTICE; DRAFT EMAIL TO D. VALLEY. | 0.2 | \$75.00 |
| 6/22/2023 | MS | TRANSMIT PUBLICATION ADS AND MAILED NOTICE LETTER FOR 2023/2024 BUDGET HEARING. | 0.2 | \$35.00 |
| 6/23/2023 | JMV | PREPARE LEGAL NOTICES FOR CDD BOARD MEETING AND PUBLIC HEARING. | 0.9 | \$337.50 |
| Total Professional Services | | | 5.6 | \$1,425.00 |

July 17, 2023
Client: 001592
Matter: 000001
Invoice #: 23321

Page: 2

| | |
|------------------------|-------------------|
| Total Services | \$1,425.00 |
| Total Disbursements | \$0.00 |
| Total Current Charges | \$1,425.00 |
| Previous Balance | \$2,931.70 |
| Less Payments | (\$2,931.70) |
| PAY THIS AMOUNT | \$1,425.00 |

Please Include Invoice Number on all Correspondence

Tampa Bay Times

tampabay.com

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

ADVERTISING INVOICE

RECEIVED
JUL 17 2023

| Advertising Run Dates | | Advertiser Name | |
|-----------------------|--|-----------------|------------------|
| 07/12/23 | | WATERFORD CDD | |
| Billing Date | | Sales Rep | Customer Account |
| 07/12/2023 | | Deirdre Bonett | 323765 |
| Total Amount Due | | Ad Number | |
| \$537.00 | | 0000294026 | |

PAYMENT DUE UPON RECEIPT

| Start | Stop | Ad Number | Product | Placement | Description PO Number | Ins. | Size | Net Amount |
|----------|----------|------------|--------------|------------|--------------------------------------|------|------------|------------------|
| 07/12/23 | 07/12/23 | 0000294026 | Times | Legals CLS | O&M Assessments | 1 | 4x10.25 IN | \$533.00 |
| 07/12/23 | 07/12/23 | 0000294026 | Tampabay.com | Legals CLS | O&M Assessments AffidavitMaterial | 1 | 4x10.25 IN | \$0.00 \$4.00 |

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

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

ADVERTISING INVOICE

Thank you for your business.

| Advertising Run Dates | | Advertiser Name | |
|-----------------------|--|-----------------|------------------|
| 07/12/23 | | WATERFORD CDD | |
| Billing Date | | Sales Rep | Customer Account |
| 07/12/2023 | | Deirdre Bonett | 323765 |
| Total Amount Due | | Ad Number | |
| \$537.00 | | 0000294026 | |

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

REMIT TO:

WATERFORD CDD
C/O RIZZETTA & CO.
3434 COLWELL AVENUE SUITE 200
TAMPA, FL 33614

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

STATE OF FLORIDA
COUNTY OF Hernando, Citrus

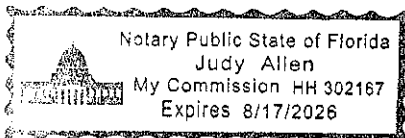
$$\}_{SS}$$

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hernando, Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Hernando, Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hernando, Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this .07/12/2023

Personally known X or produced identification

Type of identification produced



Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

RECEIVED

| | | |
|-----------------------|-----------------|------------------|
| Advertising Run Dates | Advertiser Name | |
| 07/19/23 | WATERFORD CDD | |
| Billing Date | Sales Rep | Customer Account |
| 07/19/2023 | Deirdre Bonett | 323765 |
| Total Amount Due | | Ad Number |
| \$87.30 | | 0000294027 |

PAYMENT DUE UPON RECEIPT

| Start | Stop | Ad Number | Product | Placement | Description PO Number | Ins. | Size | Net Amount |
|----------|----------|------------|--------------|------------|-------------------------------------|------|--------|------------------|
| 07/19/23 | 07/19/23 | 0000294027 | Times | Legals CLS | Budget Hearing | 1 | 2x50 L | \$83.30 |
| 07/19/23 | 07/19/23 | 0000294027 | Tampabay.com | Legals CLS | Budget Hearing AffidavitMaterial | 1 | 2x50 L | \$0.00 \$4.00 |

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

| | | |
|-----------------------|-----------------|------------------|
| Advertising Run Dates | Advertiser Name | |
| 07/19/23 | WATERFORD CDD | |
| Billing Date | Sales Rep | Customer Account |
| 07/19/2023 | Deirdre Bonett | 323765 |
| Total Amount Due | | Ad Number |
| \$87.30 | | 0000294027 |

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

WATERFORD CDD

C/O RIZZETTA & CO.

3434 COLWELL AVENUE SUITE 200

TAMPA, FL 33614

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Tampa Bay Times
Published Daily

STATE OF FLORIDA
 COUNTY OF Hernando, Citrus

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Budget Hearing** was published in said newspaper by print in the issues of: **7/19/23** or by publication on the newspaper's website, if authorized, on

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

DB

Signature Affiant

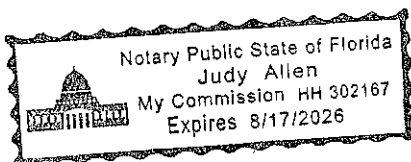
Sworn to and subscribed before me this **07/19/2023**

Judy Allen

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



**Notice of Public Hearing and Board of Supervisors Meeting
 of the Waterford Community Development District**

The Board of Supervisors (the "Board") of the Waterford Community Development District (the "District") will hold a public hearing and a meeting on August 11, 2023, at 10:00 a.m. at the offices of Coastal Engineering, 966 Candlelight Blvd., Brooksville, Florida 34601.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2023-2024 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at least 2 days before the meeting <https://www.waterfordcdd.org/>, or may be obtained by contacting the District Manager's office via email at sbrizendine@rizzeta.com or via phone at (813) 994-1001.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Scott Brizendine
 District Manager

Run Date: July 19, 2023

0000294027

RECEIVED
 JUL 24 2023

Tab 4



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- ✓ **Next Regular Meeting:** September 1, 2023 at 10:30 a.m.

**District
Manager's
Report**

August 11

2023

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FINANCIAL SUMMARY

06/30/2023

| | |
|----------------------------|------------|
| General Fund Cash Balance | \$10,021 |
| General Fund Annual Budget | \$ 233,000 |
| YTD Budget | \$179,500 |
| YTD Actual | \$ 55,196 |

General Fund Expense Variance: \$124,303

**Under
Budget**

Tab 5



Quarterly Compliance Audit Report

Waterford

Date: August 2023 - 2nd Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

Table of Contents

Compliance Audit

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| Audit Process | 3 |

Audit results

| | |
|--|---|
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| Florida F.S. 189.069 Requirements | 5 |

Helpful information:

| | |
|----------------------------|----|
| Accessibility overview | 6 |
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Compliance Audit Overview

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

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

Compliance Criteria

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



ADA Website Accessibility

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



Florida Statute Compliance

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

Audit Process

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

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

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



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

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

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

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



Florida F.S. 189.069 Requirements

Result: **PASSED**

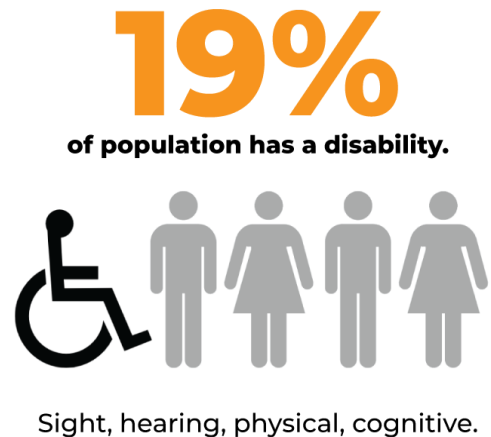
Compliance Criteria

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

Accessibility overview

Everyone deserves equal access.

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



The legal and right thing to do

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



ADA Compliance Categories

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



Contrast and colors

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

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



Using semantics to format your HTML pages

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



Text alternatives for non-text content

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

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



Ability to navigate with the keyboard

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

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

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



Easy to navigate and find information

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

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



Properly formatting tables

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

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



Making PDFs accessible

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

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



Making videos accessible

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

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



Making forms accessible

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

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



Alternate versions

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



Feedback for users

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



Other related requirements

No flashing

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

Timers

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

Fly-out menus

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

No pop-ups

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

Web Accessibility Glossary

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