



Rizzetta & Company

Waterford Community Development District

Board of Supervisors' Meeting April 1, 2024

**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

March 25, 2024

Board of Supervisors
**Waterford Community
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterford Community Development District will be held on **Monday, April 1, 2024 at 10:00 a.m.** at the offices of Coastal Engineering Associates, Inc., 966 Candlelight Blvd., Brooksville, Florida 34601. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Ratification of Recorded Deeds to Move Property Back to the Developer.....Tab 1
 - B. Consideration of Landscape Maintenance Agreement with K. Johnson Lawn and Landscaping.....Tab 2
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on March 4, 2024.....Tab 3
 - B. Consideration of Operation and Maintenance Expenditures for February 2024.....Tab 4
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 1. Presentation of District Manager Report.....Tab 5
 2. Presentation of Website Compliance ReportTab 6
- 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

District Manager

Tab 1

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**
John M. Vericker, Esq.
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 2nd day of February, 2024 by **Waterford Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes ("**Grantor**"), whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, in favor of **Oak Hill Land, LLC**, a Florida limited liability company ("**Grantee**"), whose address is 18125 Wayne Road, Odessa, Florida 33556.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration paid in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, certain real property located in Hernando County, Florida ("**Property**"), more particularly described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference.

TOGETHER WITH, with all appurtenances and hereditaments pertaining thereto.

TO HAVE AND TO HOLD the Property, with all improvements thereon, unto Grantee in fee simple forever.

AND Grantor does hereby covenant with Grantee that the Property is free from all liens and encumbrances whatsoever, except (a) taxes for the year 2023 and subsequent years; (b) zoning and other governmental regulations; (c) conditions, restrictions, limitations and easements of record, however this provision shall not reimpose any of the same. Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons whomever claiming title by, through or under Grantor, but not against the claims of others.

THIS PROPERTY CONSISTS OF GOVERNMENTAL COMMON AREA TRACTS. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE. THIS DEED WAS PREPARED AT THE REQUEST OF THE GRANTOR AND GRANTEE WITHOUT THE BENEFIT OF A TITLE SEARCH.

IN WITNESS WHEREOF, Grantor has executed this deed as of the date first above written.

Signed, Sealed and Delivered in the
Presence of:

**Waterford Community
Development District**

By: *Lynn A. Butler*
Name: Lynn A. Butler
Address: 1510 W. Cleveland St.
Tampa, Florida 33606

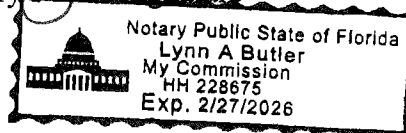
Ronald Bastyr
Ronald Bastyr
Chair of the Board of Supervisors

By: *Nellie M. Taresido*
Name: *Nellie M. Taresido*
Address: 1510 W. Cleveland St.
Tampa, Florida 33606

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this February 2, 2024, by Ronald Bastyr, as Chair of Waterford
Community Development District, on behalf of the District, who is ☒ personally known to me or
☐ has produced _____ as identification.

Lynn A. Butler
Notary Public Signature



Notary Stamp

Exhibit A

DESCRIPTION OF TRACT A (BEING TWO LOTS IN FUTURE WATERFORD PHASE 4B)

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 30, RUN N00°06'45"W, 276.78 FEET; THENCE N89°53'15"E, 170.00 FEET; THENCE N00°06'45"W, 21.34 FEET; THENCE N89°53'15"E, 50.00 FEET; THENCE S00°06'45"E, 13.52 FEET; THENCE N89°53'15"E, 120.00 FEET; THENCE N00°06'45"W, 520.71 FEET; THENCE CONTINUE N00°06'45"W, 612.90 FEET; THENCE N32°36'21"E, 195.42 FEET; THENCE S56°33'59"E, 111.80 FEET TO A POINT OF CURVATURE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 20°21'42", AND A CHORD BEARING AND DISTANCE OF S66°44'50"E, 116.66 FEET; THENCE ALONG THE ARC OF SAID CURVE 117.27 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 14°22'55", AND A CHORD BEARING AND DISTANCE OF S69°44'13"E, 67.60 FEET; THENCE ALONG THE ARC OF SAID CURVE 67.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG A CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 11°53'12", AND A CHORD BEARING AND DISTANCE OF S56°36'10"E, 55.91 FEET; THENCE ALONG THE ARC OF SAID CURVE 56.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MEMORIAL DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN, N50°42'22"W, 50.18 FEET; THENCE S42°33'49"W, 115.19 FEET; THENCE N50°42'22"W, 99.22 FEET; THENCE N39°17'38"E, 109.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.27 ACRES MORE OR LESS.

Tab 2

Landscape Maintenance Services Agreement

This Landscape Maintenance Services Agreement (this “**Agreement**”) is entered into as of March 25, 2024, between the **Waterford Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **K. Johnson’s Lawn & Landscaping, Inc.**, a Florida limited liability company (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and

furnishing of the work to be performed pursuant to this Agreement.

3. Description of Work.

- a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the **Contractor's Proposal** (hereinafter referred to as the "**Work**"). The Contractor's Proposal and Scope of Work are attached hereto as **Exhibit "A."**
- b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

5. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.

- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
 - e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
 - f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
 - g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
 - h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
 - i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
 - j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
 - k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.
8. **Term and Renewal.** The initial term of this Agreement shall be for one (1) year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically

renew for subsequent 1-year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. Termination.

- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. Compensation

- a. As compensation for the Work (as outlined in **Exhibit "A"**) for work to be performed, the District agrees to pay Contractor **\$5,400.00** per month.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date
 - iv. an invoice number
 - v. a reference to a proposal number if applicable
 - vi. the location
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service
 - ix. the time frame within which the services were provided
 - x. the address or bank information to which payment is to be remitted.
 - xi. the Contractor will issue a credit on invoices for service dates that are missed and that were not made up.
- c. In the event services are not needed (dry times and mowing not needed on the frequency designated in the Scope of Services), inclement

weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.

- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

11. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, 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 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same

location), and an update on any work on outstanding issues.

12. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

13. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts 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.

14. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the

employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.

- ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
- iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
- iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

15. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

16. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The 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.

17. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor 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 Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

18. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following

the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

19. 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 shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

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

21. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (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.

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 (813) 994-1001, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

22. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
23. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located.
24. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
25. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
26. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
27. **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.
28. **Counterparts.** This Agreement 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.
29. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
30. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:

c/o Jillian Minichino
5844 Old Psco Road, Suite 100
Wesley Chapel, FL 33544
JMinichino@rizzetta.com

To Contractor:

13620 Vernon Dairy Road
Spring Hill, FL 34610

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

32. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

K. Johnson's Lawn & Landscaping, Inc.

**Waterford
Community Development District**

Name: _____
Title: _____

Name: Ron Bastyr
Title: Chair of the Board of Supervisors



K. JOHNSON'S LAWN & LANDSCAPING, INC.

CONTRACT SPECIFICATIONS

The Landscape Management Program for WATERFORD shall be as follows:

1. MOWING

- A. Mowing of all areas to leave a neat and uncluttered appearance. Mowing is to be seasonal as described below.
- B. April through October (30) mowings
November through March (10) mowings
- C. Collect all trash and debris during each visit.

2. EDGING

- A. Edge all sidewalks, curbs, and paved areas weekly during the growing season and bi-monthly during the non-growing season.
- B. All ornamental beds shall be edged every second week or as needed, not so often to allow the bed line to encroach into the turf area.
- C. All grass clippings and debris created from the edging shall be power blown each week as to create a clean, crisp edge.

3. LINE TRIMMING

- A. Trim around trees, valves, lights, signs, and areas not accessible to mowers each time of service to maintain a neat uniformed appearance.
- B. Grass areas around lakes and ponds shall be string trimmed down to the waters edge.

4. WEEDING ORNAMENTAL BEDS

- A. Ornamental beds shall be manually and chemically treated to maintain a reasonable weed free condition.

5. TRIMMING, SHEARING, AND PRUNING

- A. All plants.
- B. Maintain all sidewalks to eliminate any over-hanging branches or foliage, which obstructs and hinders pedestrians or motor traffic.
- C. Crape Myrtles pruned back in February, Ligustrum trees kept pruned and shaped, and Wax Myrtles pruned of lower limbs and sucker growth.
- D. Retain the individual plants natural form and prune to eliminate branches, which are rubbing against walls.
- E. The removal of dead plants, shrubs, etc. in the common areas.

**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
OFFICE - 813-927-5732 FAX - 996-2940**

6. MULCH/PINE BARK
 - A. Contractor shall provide labor and materials to install the required yardage of mulch/pine bark.
 - B. Contractor shall install mulch/pine bark once per year, during the months of December-March.
 - C. Customer shall be responsible for the cost of mulch/pine bark, labor and materials at \$ 44.00 per cubic yard.
7. DEBRIS CLEANUP
 - A. All landscape debris created by landscape maintenance operations shall be cleaned up and removed from site.
 - B. Sidewalks, curbs, patio areas, and pool deck shall be cleaned by means of power blowers to remove grass clippings and debris.
8. FERTILIZATION AND PEST CONTROL
 - A. Fertilization and Pest Control treatments are included with this contract. Service will include fertilization, pest control and weed control two (2) times per year on the Bahia turf only. The trees and shrubs will be fertilized two (2) times per year.
9. ANNUALS
 - A. Shall be installed upon request at an additional cost to customer.
10. IRRIGATION
 - A. Contractor shall assume responsibility of damage to the irrigation system that may occur during the process of landscape maintenance. Contractor shall promptly repair any damage reported by foreman or client.
 - B. Contractor shall inspect the running of the irrigation system once per month.
11. GENERAL REQUIREMENTS
 - A. Contractor shall provide labor, material, and equipment to perform the landscape management operations and duties in accordance with requirements herein specified.
 - B. Contractor shall procure and maintain all necessary permits and licenses while the contract is in force. These are to include: General liability, automobile insurance of at least \$1,000,000 from an A Best or better rated company and worker's compensation of not less than \$500,000.
 - C. Contractor shall not be held liable for pre-existing conditions of the grounds or any damages to the grounds caused by storms, severe winds, drought, water restrictions, freezes, floods, hail, or any other acts of God.
 - D. Contractor will be responsible for damages to the grounds caused by the action of the personnel while performing the duties of this contract.

**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
OFFICE - 813-927-5732 FAX - 996-2940**

- E. Security and Personnel: Contractor's personnel will be identified at all times while performing work under this contract with uniforms bearing the name of the contractor. Contractor shall provide trained and knowledgeable employees who are safety minded.
- F. Work Schedule: Mowing services will be performed on the same day(s) each week as determined mutually between client and contractor. However, in the event of holidays, rain, or other factors, contractors may be required to reschedule to the next day, or another day whenever possible.
- G. K. Johnson's Lawn & Landscaping, Inc. shall limit operations to emergencies only during December 23 through January 3, for the holidays. All properties shall be visited prior to our closing. Regular operations shall continue on January 3.

12. ADDENDUMS:

- A. *Upon completion of the Clubhouse or other amenities, the monthly price will be adjusted accordingly.*
- B. *All six (6) DRA areas will be mowed every other service. Pond bottoms will be mowed monthly.*

13. PRICE FOR LANDSCAPE MANAGEMENT SERVICES

ANNUALLY \$ 52,800.00

MONTHLY \$ 4,400.00

14. TERMINATION OF CONTRACT

- A. Contractor or client may terminate this Agreement with cause or without cause by providing Thirty (30) days' advanced written notice sent by certified mail with return receipt confirmation. Contractor's mailing address is 13620 Vernon Dairy Road, Spring Hill, FL 34610. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement.

15. DURATION OF CONTRACT

- A. Contract for landscape management of the herein-mentioned property shall be for a term of one (1) year, contract shall automatically renew annually unless written notice is given to contractor by association or its representatives. This contract shall commence on _____.
- B. At the beginning of the second year of this contract, contractor shall have the option to increase the monthly charge if the need arises to offset any non-controllable increases in the cost of doing business, such as landfill cost increases, workers compensation insurance, liability insurance, and other mandatory coverages.

**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
OFFICE - 813-927-5732 FAX - 996-2940**

ACCEPTED FOR
WATERFORD

BY:

DATE:

Ron Bastyn

10-11-2022



10/11/2022

KERRY JOHNSON
K. JOHNSON'S LAWN & LANDSCAPING, INC.

This contract constitutes the entire agreement between the client and contractor, and no modification, amendment, or alteration to the terms of this agreement shall be of any force or effect unless mutually agreed upon in writing.

**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
OFFICE - 813-927-5732 FAX - 996-2940**



K. JOHNSON'S LAWN & LANDSCAPING, INC.

CONTRACT SPECIFICATIONS

The Lot Mowing program for WATERFORD shall be as follows:

1. MOWING

- A. Mowing, edging, string trimming, blowing off and minor trash removal on **112 lots.**
- B. Any debris on roadways created by mowing operations will be blown off upon completion. The following items are included in the lot mowing price:
 - 1. Round-Up spraying around water whips, utilities and along roadway edges will be at no additional cost during the mowing services.
 - 2. All lots will be edged and string trimmed one (1) time and sprayed thereafter.
- C. As lots are sold the information shall be given to K. Johnson's Lawn & Landscaping, Inc. and the pricing shall be adjusted accordingly.

2. GENERAL REQUIREMENTS

- A. Contractor shall provide labor, material, and equipment to perform the landscape management operations and duties in accordance with requirements herein specified.
- B. Contractor shall procure and maintain all necessary permits and licenses while the contract is in force. These are to include: General liability, automobile insurance of at least \$1,000,000 from an A Best or better rated company and worker's compensation of not less than \$500,000.
- C. Contractor shall not be held liable for pre-existing conditions of the grounds or any damages to the grounds caused by storms, severe winds, drought, water restrictions, freezes, floods, hail, or any other acts of God.
- D. Security and Personnel: Contractor's personnel will be identified at all times while performing work under this contract with uniforms bearing the name of the contractor. Contractor shall provide trained and knowledgeable employees who are safety minded.
- E. Work Schedule: Mowing services will be performed on the same day(s) each week as determined mutually between client and contractor. However, in the event of holidays, rain, or other factors, contractors may be required to reschedule to the next day, or another day whenever possible.
- F. K. Johnson's Lawn & Landscaping, Inc. shall limit operations to emergencies only during December 23 through January 3, for the holidays. All properties shall be visited prior to our closing. Regular operations shall continue on January 3.

**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
OFFICE - 813-927-5732 FAX - 996-2940**

3. PRICE FOR LOT MOWING SERVICES

Service price of \$ 12.00 per lot / per service.

Total Cost: \$ 1,344.00 per service

4. TERMINATION OF CONTRACT

- A. Contractor or client may terminate this Agreement with cause or without cause by providing Thirty (30) days' advanced written notice sent by certified mail with return receipt confirmation. Contractor's mailing address is 13620 Vernon Dairy Road, Spring Hill, FL 34610. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement.

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ACCEPTED FOR
WATERFORD

BY:

DATE:

Ron Bastyn

10-11-2022

KERRY JOHNSON

K. JOHNSON'S LAWN & LANDSCAPING, INC.

10-11-2022

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**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
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- B. All ornamental beds shall be edged every second week or as needed, not so often to allow the bed line to encroach into the turf area.
- C. All grass clippings and debris created from the edging shall be power blown each week as to create a clean, crisp edge.

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- B. Grass areas around lakes and ponds shall be string trimmed down to the waters edge.

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- A. Ornamental beds shall be manually and chemically treated to maintain a reasonable weed free condition.

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- C. Crape Myrtles pruned back in February, Ligustrum trees kept pruned and shaped, and Wax Myrtles pruned of lower limbs and sucker growth.
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**13620 VERNON DAIRY ROAD
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 - A. Contractor shall assume responsibility of damage to the irrigation system that may occur during the process of landscape maintenance. Contractor shall promptly repair any damage reported by foreman or client.
 - B. Contractor shall inspect the running of the irrigation system once per month.

12. ADDENDUMS:

- A. *All DRA areas will be mowed every other service. Pond bottoms will be mowed monthly.*

13. PRICE FOR LANDSCAPE MANAGEMENT SERVICES

ANNUALLY	<u>\$ 64,800.00</u>
MONTHLY	<u>\$ 5,400.00</u>

**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
OFFICE - 813-927-5732 FAX - 996-2940**



K. JOHNSON'S LAWN & LANDSCAPING, INC.

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**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
OFFICE - 813-927-5732 FAX - 996-2940**

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Service price of \$ 12.00 per lot / per service.

Total Cost: \$ 1,344.00 per service

**13620 VERNON DAIRY ROAD
SPRING HILL, FL 34610
OFFICE – 813-927-5732 FAX – 996-2940**

Tab 3

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 **Monday, March 4, 2024, at 10:06 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
Lynette Bastyr	Board Supervisor, Assistant Secretary
Cole Bastyr	Board Supervisor, Assistant Secretary

Also present were:

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

FIRST ORDER OF BUSINESS

Call to Order

Ms. Minichino opened the meeting at 10:01 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

**Ratification of Recorded Deeds to
Move Property Back to Developer**

On a Motion by Mr. R. Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors ratified the recoded deeds moving the property, as identified in the deed, back to the developer, for the Waterford Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the

WATERFORD COMMUNITY DEVELOPMENT DISTRICT
March 4, 2024 - Minutes of Meeting
Page 2

**Regular Meeting held on February 5,
2024**

On a Motion by Mr. R. Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held on February 5, 2024, as presented, for the Waterford Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Operation &
Maintenance Expenditures for
January 2024**

On a Motion by Mr. R. Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for January 2024 (\$28,078.46), for the Waterford Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

Not present.

C. District Manager Report

Ms. Minichino presented the management report and reminded the Board that the next meeting is scheduled for April 1, 2024, at 10:00 a.m.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

EIGHTH ORDER OF BUSINESS

Adjournment

On a motion from Ms. Bastyr, seconded by Mr. O'Neil, with all in favor, the Board of Supervisors adjourned the meeting at 10:09 a.m., for the Waterford Community Development District.

Assistant Secretary

Chairman / Vice-Chairman

Tab 4

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA

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

Operation and Maintenance Expenditures February 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$13,827.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterford Community Development District Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Cole Michael Bastyr	100120	CB010824-621	Board of Supervisors Meeting 01/08/24	\$ 200.00
Cole Michael Bastyr	100120	CB020524-621	Board of Supervisors Meeting 02/05/24	\$ 200.00
Lynette Wagner Bastyr	100121	LB010824-621	Board of Supervisors Meeting 01/08/24	\$ 200.00
Lynette Wagner Bastyr	100121	LB020524-621	Board of Supervisors Meeting 02/05/24	\$ 200.00
Rizzetta & Company, Inc.	100125	INV0000087113	District Management Fees 02/24	\$ 4,340.00
Rizzetta & Company, Inc.	100126	INV0000086496	District Management Fees 01/24	\$ 4,340.00
Ronald Bastyr	100122	RB010824-621	Board of Supervisors Meeting 01/08/24	\$ 200.00
Ronald Bastyr	100122	RB020524-621	Board of Supervisors Meeting 02/05/24	\$ 200.00
Shane O'Neil	100123	SO010824-621	Board of Supervisors Meeting 01/08/24	\$ 200.00
Shane O'Neil	100123	SO020524-621	Board of Supervisors Meeting 02/05/24	\$ 200.00
Straley Robin Vericker	100124	24103	General Legal Services 01/24	\$ 1,710.00
Withlacoochee River Electric Cooperative, Inc.	100119	2276514 01/24	7569 Cortez Blvd Entry Lighting 01/24	\$ 460.60
Withlacoochee River Electric Cooperative, Inc.	100119	2276516 01/24	11261 Cortez Blvd - East Irrigation Well Lights 01/24	\$ 800.45

Waterford Community Development District Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Withlacoochee River Electric Cooperative, Inc.	100119	2276517 01/24	11261 Cortez Blvd - West Irrigation Well 01/24	\$ <u>576.51</u>
Report Total				\$ <u>13,827.56</u>

Waterford CDDMeeting Date: January 8, 2023**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	
Ron Bastyr	✓	RB010824
Shane O'Neil	✓	SO010824
Cheri O'Neil		
Cole Bastyr	✓	CN010824
Lynette Bastyr	✓	LB010824

(*) Does not get paid

*NOTE: Supervisors are only paid if checked present.***EXTENDED MEETING TIMECARD****RECEIVED**
01/09/24

Meeting Start Time:	10:04 am
Meeting End Time:	10:11
Total Meeting Time:	

Time Over _____ (3) Hours:	
------------------------------	--

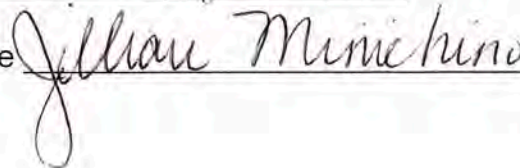
Total at \$175 per Hour:	\$0.00
--------------------------	--------

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.655
Mileage to Charge	\$0.00

District Manager Signature



Waterford CDD
Meeting Date: February 5, 2023

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	
Ron Bastyr	<input checked="" type="checkbox"/>	RB020524
Shane O'Neil	<input checked="" type="checkbox"/>	SO020524
Cheri O'Neil	<input type="checkbox"/>	
Cole Bastyr	<input checked="" type="checkbox"/>	CB020524
Lynette Bastyr	<input checked="" type="checkbox"/>	LB020524

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.

RECEIVED
02/06/24

EXTENDED MEETING TIMECARD

Meeting Start Time:	10:01
Meeting End Time:	10:05
Total Meeting Time:	4 min

Time Over _____ (3) Hours:	
------------------------------	--

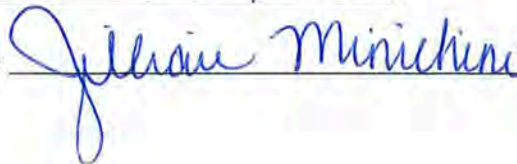
Total at \$175 per Hour:	\$0.00
--------------------------	--------

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.655
Mileage to Charge	\$0.00

District Manager Signature



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

Invoice

Date	Invoice #
2/1/2024	INV0000087113

Bill To:

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

Services for the month of	Terms	Client Number
February	Upon Receipt	00621

[illegible]

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

Invoice

Date	Invoice #
1/1/2024	INV0000086496

Bill To:

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

Services for the month of	Terms	Client Number
January	Upon Receipt	00621

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,680.00	\$1,680.00
Administrative Services	1.00	\$367.50	\$367.50
Email Accounts, Admin & Maintenance	2.00	\$20.00	\$40.00
Financial & Revenue Collections Services	1.00	\$315.00	\$315.00
Management Services	1.00	\$1,837.50	\$1,837.50
Website Compliance & Management	1.00	\$100.00	\$100.00
<div> <div>RECEIVED</div> <div>12/22/23</div> </div>	Subtotal		\$4,340.00
	Total		\$4,340.00

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

February 07, 2024

Client: 001592

Matter: 000001

Invoice #: 24103

Page: 1

RE: General

For Professional Services Rendered Through January 31, 2024

SERVICES

Date	Person	Description of Services	Hours	Amount
12/22/2023	JMV	REVIEW COMMUNICATION FROM D. VALLEY; REVIEW LEGAL NOTICE.	0.3	\$112.50
12/27/2023	JMV	REVIEW COMMUNICATION FROM J. MINICHINO; REVIEW LEGAL NOTICE.	0.3	\$112.50
12/30/2023	JMV	REVIEW COMMUNICATION FROM D. VALLEY; REVIEW LEGAL NOTICE.	0.2	\$75.00
1/7/2024	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.5	\$187.50
1/8/2024	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.7	\$262.50
1/10/2024	JMV	PREPARE FOR AND ATTEND MEETING WITH R. BASTYR.	0.5	\$187.50
1/12/2024	WAS	REVIEW DEDICATIONS AND EASEMENTS IN CONNECTION WITH LAND BANK RESTORATION PROJECT.	0.5	\$162.50
1/19/2024	JMV	TELEPHONE CALL WITH J. MINICHINO.	0.4	\$150.00
1/22/2024	LB	PREPARE DRAFT QUARTERLY REPORT FOR PERIOD ENDED DECEMBER 31, 2023.	0.3	\$52.50
1/25/2024	LB	REVIEW CORRESPONDENCE FROM DISTRICT MANAGER RE DEED FOR TRACT GOING BACK TO THE DEVELOPER; RESEARCH STATUS RE SAME; UPDATE DEED TO INCLUDE 2024 EXECUTION DATE AND NEW REQUIREMENT FOR ADDRESSES TO BE INCLUDED FOR WITNESS SIGNATURES; PREPARE CORRESPONDENCE TO R. BASTYR TRANSMITTING DEED; TELEPHONE CALL TO R. BASTYR RE SAME.	0.4	\$70.00

SERVICES

Date	Person	Description of Services	Hours	Amount
1/26/2024	JMV	FOLLOW-UP ON COMMON AREA DEED; REVIEW COMMUNICATON FROM D. VALLEY; REVIEW LEGAL NOTICE.	0.6	\$225.00
1/29/2024	JMV	PREPARE QUARTERLY DISTRICT COUNSEL REPORT FOR CDD DISSEMINATION AGENT.	0.3	\$112.50
Total Professional Services			5.0	\$1,710.00

Total Services	\$1,710.00
Total Disbursements	\$0.00
Total Current Charges	\$1,710.00
Previous Balance	\$10,132.50
Less Payments	(\$10,132.50)
PAY THIS AMOUNT	\$1,710.00

RECEIVED
02/07/24

Please Include Invoice Number on all Correspondence



Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number **2276514** Cycle 16
Meter Number 40601330
Customer Number 20155619
Customer Name WATERFORD COMMUNITY DEVELOPMENT DIST

Bill Date **01/24/2024**
Amount Due **460.60**
Current Charges Due **02/15/2024**

District Office Serving You
West Hernando

Service Address 7569 CORTEZ BLVD
Service Description ENTRY LIGHTING
Service Classification General Service Non-Demand

See Reverse Side For More Information

ELECTRIC SERVICE

From	To						
Date	Reading	Date	Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
12/19	19994	01/19	21529				1535

Comparative Usage Information
Average kWh

Period	Days	Per Day
Jan 2024	31	50
Dec 2023	32	74
Oct 2023	20	5

BILLS ARE DUE
WHEN RENDERED
A 1.5 percent, but not
less than \$5, late charge
will apply to unpaid
balances as of 5:00 p.m.
on the due date shown
on this bill.



2 0 1 5 5 6 1 9

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 844-209-7166. This number is WREC's Secure Pay-By-Phone system.

Previous Balance 1,060.09
Payment 1,060.09CR
Balance Forward 0.00

Customer Charge 39.16
Energy Charge 1,535 KWH @ 0.05017 77.01
Fuel Adjustment 1,535 KWH @ 0.04000 61.40
Light Energy Charge 3.23
Light Support Charge 5.95
Light Maintenance Charge 67.32
Light Fixture Charge 80.75
Light Fuel Adj 306 KWH @ 0.04000 12.24
Poles (QTY 17) 76.50
FL Gross Receipts Tax 5.10
State Tax 29.80
Hernando County Tax 2.14

Total Current Charges 460.60
Total Due Please Pay 460.60

Lights/Poles Type/Qty Type/Qty
205 17 910 17



Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With
Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 01/24/2024

District: WH16

Use above space for address change ONLY.

2276514 WH16
WATERFORD COMMUNITY DEVELOPMENT DIST
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to W.R.E.C. MUST BE IN BLACK OR BLUE INK.

Current Charges Due Date	02/15/2024
TOTAL CHARGES DUE	460.60
Total Charges Due After Due Date	467.51

000227651400004606000004675101



Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number **2276516** Cycle 16
Meter Number 341575181
Customer Number 20155619
Customer Name WATERFORD COMMUNITY DEVELOPMENT DIST

Bill Date **01/24/2024**
Amount Due **800.45**
Current Charges Due **02/15/2024**

District Office Serving You
West Hernando

Service Address 11261 CORTEZ BLVD
Service Description EAST IRRIGATION WELL
Service Classification General Service Non-Demand

See Reverse Side For More Information

ELECTRIC SERVICE

From	To						
Date	Reading	Date	Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
12/19	42379	01/19	44982				2603

Comparative Usage Information
Average kWh

Period	Days	Per Day
Jan 2024	31	84
Dec 2023	32	88
Oct 2023	20	89

BILLS ARE DUE
WHEN RENDERED
A 1.5 percent, but not
less than \$5, late charge
will apply to unpaid
balances as of 5:00 p.m.
on the due date shown
on this bill.



2 0 1 5 5 6 1 9

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 844-209-7166. This number is WREC's Secure Pay-By-Phone system.

Previous Balance 1,547.56
Payment 1,547.56CR
Balance Forward 0.00

Customer Charge 39.16
Energy Charge 2,603 KWH @ 0.05017 130.59
Fuel Adjustment 2,603 KWH @ 0.04000 104.12
Light Energy Charge 6.08
Light Support Charge 11.20
Light Maintenance Charge 126.72
Light Fixture Charge 152.00
Light Fuel Adj 576 KWH @ 0.04000 23.04
Poles(QTY 32) 144.00
FL Gross Receipts Tax 8.05
State Tax 51.77
Hernando County Tax 3.72

Total Current Charges 800.45
Total Due Please Pay 800.45

Lights/Poles Type/Qty Type/Qty
205 32 910 32



Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With
Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 01/24/2024

District: WH16

Use above space for address change ONLY.

2276516 WH16
WATERFORD COMMUNITY DEVELOPMENT DIST
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to W.R.E.C. MUST BE IN BLACK OR BLUE INK.

Current Charges Due Date	02/15/2024
TOTAL CHARGES DUE	800.45
Total Charges Due After Due Date	812.46

000227651600008004500008124601



Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number **2276517** Cycle 16
Meter Number 85107424
Customer Number 20155619
Customer Name WATERFORD COMMUNITY DEVELOPMENT DIST

Bill Date **01/24/2024**
Amount Due **576.51**
Current Charges Due **02/15/2024**

District Office Serving You
West Hernando

Service Address 11261 CORTEZ BLVD
Service Description WEST IRRIGATION WELL
Service Classification General Service Non-Demand

See Reverse Side For More Information

ELECTRIC SERVICE

From	To						
Date	Reading	Date	Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
12/19	71103	01/19	72133				1030

Comparative Usage Information
Average kWh

Period	Days	Per Day
Jan 2024	31	33
Dec 2023	32	88
Oct 2023	20	60

BILLS ARE DUE
WHEN RENDERED
A 1.5 percent, but not
less than \$5, late charge
will apply to unpaid
balances as of 5:00 p.m.
on the due date shown
on this bill.



2 0 1 5 5 6 1 9

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 844-209-7166. This number is WREC's Secure Pay-By-Phone system.

Previous Balance 952.31
Payment 952.31CR
Balance Forward 0.00

Customer Charge 39.16
Energy Charge 1,030 KWH @ 0.05017 51.68
Fuel Adjustment 1,030 KWH @ 0.04000 41.20
Light Energy Charge 5.25
Light Support Charge 9.25
Light Maintenance Charge 124.75
Light Fixture Charge 154.50
Light Fuel Adj 475 KWH @ 0.04000 19.00
Poles (QTY 25) 87.50
FL Gross Receipts Tax 4.24
State Tax 37.29
Hernando County Tax 2.69

Total Current Charges 576.51
Total Due Please Pay 576.51

Lights/Poles Type/Qty Type/Qty
210 25 935 25



Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With
Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 01/24/2024

District: WH16

Use above space for address change ONLY.

2276517 WH16
WATERFORD COMMUNITY DEVELOPMENT DIST
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to W.R.E.C. MUST BE IN BLACK OR BLUE INK.

Current Charges Due Date	02/15/2024
TOTAL CHARGES DUE	576.51
Total Charges Due After Due Date	585.16

000227651700005765100005851606

Tab 5



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- ✓ **Next Regular Meeting:** May 6, 2024 at 10:00 a.m.

**District
Manager's
Report**

April 1

2024

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FINANCIAL SUMMARY

2/29/2024

General Fund Cash Balance	\$57,925
General Fund Annual Budget	\$257,413
YTD Budget	\$115,420
YTD Actual	\$ 67,568

General Fund Expense Variance: \$47,851

**Under
Budget**

Tab 6



Quarterly Compliance Audit Report

Waterford

Date: March 2024 - 1st 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

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ADA Compliance Categories	7
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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**

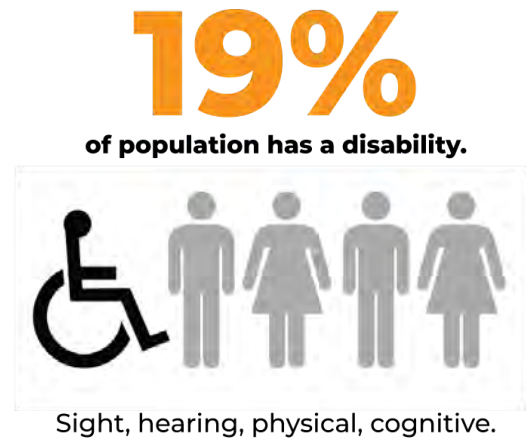
Compliance Criteria

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
Passed	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