

# Waters Edge Community Development District

# Board of Supervisors' Meeting July 25, 2019

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

www.watersedgecdd.org

# WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT AGENDA

At the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654

**Board of Supervisors** Edward Grillo Chairman

Roger LeBlanc Vice Chairman
Michael McCarthy Assistant Secretary
Michaela Ballou Assistant Secretary
Teri Geney Assistant Secretary

**District Manager** Joseph Roethke Rizzetta & Company, Inc.

**District Counsel** John Vericker Straley Robin & Vericker

**District Engineer** Greg Woodcock Cardno TBE

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 (813)533-2950. 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.

# WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 WESLEY CHAPEL, FL 33544

www.watersedgecdd.org

Board of Supervisors Waters Edge Community Development District July 22, 2019

#### **Revised AGENDA**

#### **Dear Board Members:**

The regular meeting of the Board of Supervisors of the Waters Edge Community Development District will be held on **Thursday**, **July 25**, **2019 at 5:00 p.m.** at the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL 34654. The following is the agenda for this meeting.

1.		TO ORDER/ROLL CALL
2. 3.		ENCE COMMENTS ON AGENDA ITEMS NESS ADMINISTRATION
•	A.	Consideration of Minutes of the Board of Supervisors'
		Meeting held on June 27, 2019Tab 1
	B.	Consideration of Operation and Maintenance
		Expenditures for June 2019Tab 2
4.	_	FREPORTS
	A.	District Engineer
		Discussion of Pond Bank Erosion     Openide matrices of Others Water Management Contains  Tale 2
	B.	2. Consideration of Storm Water Management SystemTab 3
	D.	Aquatics Manager  1. Presentation of the July 2019 Waterway
		Inspection ReportTab 4
	C.	Field Services Manager
	0.	1. Presentation of the July 2019 Field Inspection Report Tab 5
		2. Consideration of Landscape Enhancement Proposals Tab 6
		3. Discussion of Landscape Planning
	D.	District Counsel
	E.	District Manager
5.		NESS ITEMS
	Α.	Consideration of Proposals for ADA Website Compliance Tab 7
^	B.	Discussion of Reclaimed Water Monitoring
6. 7		ENCE COMMENTS AND SUPERVISOR REQUESTS
7.	ADJU	DURNMENT

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) 533-2950.

Sincerely,

Joseph Roethke

Joseph Roethke District Manager

# Tab 1

2	IV.	MINUTES OF MEETING
3 4 5 6 7	any matter considered at the m	opeal any decision made by the Board with respect to eeting is advised that the person may need to ensure ceedings is made, including the testimony and evidence based.
8		WATERS EDGE
9	COMMUN	IITY DEVELOPMENT DISTRICT
10	The new less recetion of the	ha Daard of Owner is one of Waters Edge Oggensynite
11 12 13	Development District was held or	he Board of Supervisors of Waters Edge Community n Thursday, <b>June 27, 2019, at 3:30 p.m.</b> at the Waters Porteedmoor Lane, New Port Richey, Florida 34654.
14 15	Present and constituting a quoru	m:
16 17 18 19 20 21	Edward Grillo Roger LeBlanc Michael McCarthy Michaela Ballou Teri Geney	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary (via phone)
23 24	Also present were:	
25 26	Joe Roethke	Regional District Manager, Rizzetta & Company, Inc.
27 28 29	Scott Green John Vericker	Field Services Manager, Rizzetta & Company, Inc. District Counsel, Straley Robin & Vericker (via phone)
30 31	Brian Fackler Audience	Sitex Aquatics
32 33	FIRST ORDER OF BUSINESS	Call to Order
34 35 36	Mr. Roethke called the me	eeting to order and performed the roll call.
37 38 39	SECOND ORDER OF BUSINES	S Audience Comments on Agenda Items
40 41 42 43 44 45	There were no audience o	comments.

# WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT June 27, 2019 – Minutes of Meeting Page 2

47	THIRD ORDER OF BUSINESS	Consideration of Minutes of the
48		Board of Supervisors' Meeting held
49		on May 23, 2019
50		

On a Motion by Ms. Ballou, seconded by Mr. LeBlanc, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Regular meeting held on May 23, 2019, for the Waters Edge Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for May 2019

On a Motion by Mr. LeBlanc, seconded by Ms. Ballou, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for May 2019 (\$39,538.96) for the Waters Edge Community Development District.

#### FIFTH ORDER OF BUSINESS

#### **Staff Reports**

A. District Engineer

The Board asked questions regarding wall maintenance and ownership. Mr. Roethke will re-send the email from District Engineer to the Board that details ownership of each parcel of the walls.

#### B. Aquatics Manager

1.

Mr. Fackler presented the Waterway inspection report with the Board. A discussion ensued regarding a fish kill and other maintenance items.

Presentation of June 2019 Waterway Inspection Report

(Mr. Fackler left the meeting at 3:53 p.m.)

#### C. Field Services Manager

 1. Presentation of May 2019 Field Inspection Report

Mr. Green reviewed the Field Inspection report with the Board. A discussion ensued regarding several maintenance issues, including landscape personnel using the Ventana pool and parking trucks on common area property. A discussion ensued regarding CDD involvement in overall landscaping management. Mr. McCarthy will work with the new HOA management company and report back to the CDD on this.

# WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT June 27, 2019 – Minutes of Meeting Page 3

87 88		2. Consideration of Proposal	s for Landscape Enhancement
89 90 91 92		•	sal for sod installation and irrigation lcCarthy reviewed the history behind this
	Supervisor		Is. Ballou, with all in favor, the Board of cosal for Bahia sod install at a cost of Development District.
93 94		Consideration of Pond Ba	nk Erosion Proposal
95 96 97 98		•	ank erosion repair proposal to the Board. behind this request. The Board would like is area before moving forward.
99 100 101		(Mr. Green left at 4:41 p.m.)	
101 102 103	D.	District Counsel	
104 105		There was no report	
106 107		(Mr. Vericker left at 4:42 p.m.)	
108 109	E.	District Manager	
110 111 112			e next regularly-scheduled meeting would P.M., and to be held at the Waters Edge
113 114 115	SIXTH ORD	ER OF BUSINESS	Consideration of Proposals for ADA Website Compliance
116 117 118 119 120	the Board tal	ble these proposals until the next	esite compliance and recommended that meeting. The current proposals are still will be submitting a proposal as well.
120 121 122 123	SEVENTH C	ORDER OF BUSINESS	Audience Comments and Supervisor Request
124 125 126 127 128	Ms. Geney a	sked a question about records reto sked for an update on the fountain ked a question about HOA violatio	n lights.

# WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT June 27, 2019 – Minutes of Meeting Page 4

E	EIGHTH ORDER OF BUSINESS	Adjournment
Ī	•	conded by Mr. McCarthy, with all in favor, the the meeting at 4:51 p.m. for the Waters Edge
=		
S	Secretary/Assistant Secretary	Chairman/Vice Chairman



# Tab 2

## **Waters Edge Community Development District**

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

# Operations and Maintenance Expenditures June 2019 For Board Approval

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

Approval of Expenditures:
Chairperson
Vice Chairperson
Assistant Secretary

The total items being presented: \$28,619.11

## **Waters Edge Community Development District**

## Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Edward Grillo	001868	EG052319	Board of Supervisors Meeting 05/23/19	\$	200.00
Gaydos Hydro Services, LLC	001875	2019-181	WUP Letter Modification 03/19	\$	800.00
Gaydos Hydro Services, LLC	001875	2019-320	RAI Responses for WUP #12754.004	\$	850.00
Grau & Associates	001876	17413	Audit for FYE 09/30/18	\$	500.00
Grau & Associates	001876	18011	Audit for FYE 09/30/18	\$	46.00
Grau & Associates	001876	18379	Audit for FYE 09/30/18	\$	2,000.00
Michaela A. Ballou	001866	MB052319	Board of Supervisors Meeting 05/23/19	\$	200.00
Pasco County Utilities	001873	11997726	9019 Creedmoor Reclaim Lane 04/19	\$	2,046.33
Rizzetta & Company, Inc.	001869	INV0000041046	District Management Fees 06/19	\$	3,783.08
Rizzetta Technology Services	001870	INV000004435	Email/Website Services 06/19	\$	175.00
Roger LeBlanc	001871	RL052319	Board of Supervisors Meeting 05/23/19	\$	200.00
Site Masters of Florida, LLC	001872	052419-2	Repair Erosion at Pond Belle Haven	\$	2,400.00
Sitex Aquatics, LLC	001877	2996A	05/19 Monthly Lake Maintenance 06/19	\$	2,185.00

## **Waters Edge Community Development District**

## Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
Teri Lynn Geney	001867	TG052319	Board of Supervisors Meeting 05/23/19	\$	200.00
Waters Edge Master HOA, Inc.	001874	043019 TM17855A	Shared Cost Landscape Services 04/19	\$	6,600.70
Waters Edge Master HOA, Inc.	001874	053119 TM25243A	Shared Cost Landscape Services 05/19	\$	6,433.00
Report Total				<u>\$</u>	28,619.11

### WATERS EDGE CDD

## Meeting Date: May 23, 2019

### SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if Present	Check if Paid	
Edward Grillo	/	V	F6 052319
Roger LeBlanc	V	1	EG 052319 RL052319
Michael McCarthy			- 1,1
Michaela Ballou	/	1/	MB052319
Teri Geney	/		T6 0523 19

#### **MEETING TIMECARD**

Meeting Start Time:	5:01 pm
Meeting End Time:	6:29 pm
Total Meeting Time:	1 hr 28 mins

DM Signature :

Date Ree'd Dist Of			28		
DM Approval	Jos MAY	eph Roc	the	e	5/31
Date Entered	PIPAT	J 1 201	3		
Fund_ 00 1	GL_	51100	_cc_	110	1
Check #					



P.O. Box 55802 St Petersburg, FL 33732 727-667-6786 www.ghsenvironmental.com

# **Invoice**

Date: 3/18/2019 Invoice #: 2019-181

To:

Waters Edge CDD Rizzetta & Co., Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

Proposal #: 19-	etter Modification 109	Due Date	Service Date:	
P.O. #:		4/17/2019	March 2019	
Task#	Description	Project Completion	Amount	
Task 1	Date Rec'd Dist Office  DM Approval Joseph Roethke 6/26  Date Entered JUN 2 1 2019  Fund G 53600 C+302  Check #	100.00%	800.00	
PAYMENT DU	WITHIN 30 DAYS OF INVOICING DATE	Total	\$800.00	
There will be a 10% charge per month on any payments received after the initial 30 days. If you have any questions		Payments/Credits	\$0.00	
		Balance Due	\$800.00	



P.O. Box 55802 St Petersburg, FL 33732 727-667-6786 www.ghsenvironmental.com

# **Invoice**

Date: 6/13/2019 Invoice #: 2019-320

#### To:

Waters Edge CDD Rizzetta & Co., Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

Project:  WUP F Proposal #:  19-	CONTRACTOR OF THE CONTRACTOR O	Due Date	Service Date:	
P.O. #:		7/13/2019	June 2019	
Task #	Description	Project Completion	Amount	
Task 1	RAI Responses for WUP #12754.004	100.00%	850.00	
	Date Rec'd Dist Office  DM Approval Joseph Roethke 6/2  Date Entered  JUN 2 1 2019  Fund 001 G53600 CC 430  Check #			
PAYMENT DU	E WITHIN 30 DAYS OF INVOICING DATE	≣ Total	\$850.00	
Please make all checks payable to GHS Environmental There will be a 10% charge per month on any payments		Payments/Credits	\$0.00	
received after to	the initial 30 days. If you have any questions invoice please contact us at 727-330-0115		\$850.00	

#### **Grau and Associates**

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

Phone: 561-994-9299 Fax: 561-994-5823

Waters Edge Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, FL 33625

Invoice No.

17413

Date

12/04/2018

SERVICE

Audit FYE 09/30/2018

500.00

500.00

Current Amount Due

CEIVED

DEC 1 0 2018

/Mapproval\_CP\_\_Date\_12/14/18

pate entered DEC 1 4 2018

una col GL5/300 00 3202

hecks

#### **Grau and Associates**

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

Phone: 561-994-9299 Fax: 561-994-5823

Waters Edge Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, FL 33625

Invoice No. 18011

Date 04/09/2019

SERVICE		AMOUNT
Expenses for confirms		\$ 46.00
	Current Amount Due	\$ 46.00

JUN 2 1 2019

51300 11 3302

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
46.00	0.00	0.00	0.00	500.00	546.00

#### **Grau and Associates**

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

Phone: 561-994-9299

Fax: 561-994-5823

Waters Edge Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, FL 33625

Invoice No.

18379

Date

06/03/2019

SERVICE

**AMOUNT** 

Audit FYE 09/30/2018

2,000.00

Current Amount Due

2,000.00

Joseph Roethke 6/26
JUIN 2 1 2019

001 51300 3702



LAND O' LAKES **NEW PORT RICHEY** DADE CITY

(813) 235-6012 (727) 847-8131 (352) 521-4285

Current

Road

Date

utilcustserv@pascocountyfl.net Pay By Phone: 1-844-450-3704



29-10004

Consumption in thousands

WATERS EDGE CDD

Service Address: 9019 CREEDMOOR RECLAIM LANE

Bill Number: 11997726 Billing Date: 5/29/2019

Service

Billing Period: 3/29/2019 to 4/30/2019

Meter#

New Water & Sewer rates, charges, and fees take effect Oct. 1, 2019.

Date

**Previous** 

Read

Account #	Customer #
1006710	01381392
Please use the 15-digi	it number below when
making a payment	

# of Days

		Duto	rtoud	Date	iteau		
Reclaim	180194286	3/29/2019	40400	4/30/2019	46601	32	6201
	Usag	e History Reclaimed			Tran	sactions	
April 2019		6201		Previous Bill	១១១	EIVEF	5,398.47
March 2019		16359		Payment 5/1		ES O ES	-5,398.47 CR
February 2019		8712		Balance Forward	MAY :	3 1 2019	0.00
January 2019		9049		Current Transacti			
December 2018		6261		Reclaimed	BY:	Indiana de la composición dela composición de la composición de la composición de la composición de la composición dela composición de la composición de la composición dela composición dela composición de la composición dela composición de la composición dela composición dela compo	
November 2018		10224		Reclaimed		01 Thousand Gals X \$0.33	3 2,046.33
October 2018		5413		<b>Total Current Tra</b>	ansactions		2,046.33
				TOTAL BALA	NCE DUE	\$	2,046.33

Unregulated Contaminants Monitoring Results for PWS 651-1361. Public Notice details available at bit.ly/pascowaterqualityreports

Date Ree'd Dist Office 6/7 JUN 0 7 2019 Date Entered GL 53400 CC 4302 Check #



Please return this portion with payment

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

☐ Check this box if entering change of mailing address on back.

WATERS EDGE CDD 5844 OLD PASCO ROAD SUITE 100 WESLEY CHAPEL FL 33544

Account # 1006710 Customer# 01381392 Balance Forward 0.00 **Current Transactions** 2.046.33

**Total Balance Due** \$2,046.33 **Due Date** 6/17/2019

10% late fee will be applied if paid after due date

Round Up Donation to Charity Amount Enclosed 204

☐ Check this box to participate in Round-Up.

PASCO COUNTY UTILITIES SERVICES BRANCH CUSTOMER INFORMATION & SERVICE DEPT. P.O. BOX 2139 NEW PORT RICHEY, FL 34656-2139

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

		_	-	_	-50
In	1/	$\boldsymbol{\cap}$		r	$\mathbf{a}$
	w	v			<u>_</u>

Date	Invoice #
6/1/2019	INV0000041046

#### Bill To:

WATERS EDGE CDD - PC 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of Te			Client Number	
Description	June	Upon Rec		00345	
Description District Management Services Idministrative Services Idministrativ	310	Qty 1 — 1.00 2 — 1.00 3 — 1.00 4 — 1.00	Rate \$1,901.83 \$393.75 \$1,050.00 \$437.50	## Amount	
		Subtotal		\$3,783.08	
		Total		\$3,783.08	

#### Rizzetta Technology Services 3434 Colwell Avenue Suite 200 Tampa FL 33614

ъ.	nı	10	î٥	-
ш		10	IC	$\boldsymbol{\epsilon}$

Date	Invoice #
6/1/2019	INV000004435

#### Bill To:

WATERS EDGE CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Terms	CII	Client Number 00345	
	June				
Description C.M. i. C.M. i. c.		Qty	Rate	Amount	
EMail Accounts, Admin & Maintenance Website Hosting, Backup and Content Updating  MAY 2 3 2019  Date Rec'd Dist Office  DM Approval Joseph Rosthka  Date Entered MAY 3 1 2019  Fund 661 GL 51300 CC 51  Check #		5 1	\$15.00 \$100.00	\$75.00 \$100.00	
		Subtotal		\$175.00	
		Total		\$175.00	

#### Site Masters of Florida, LLC 5551 Bloomfield Blvd. Lakeland, FL 33810 (813)917-9567

INVOICE #052419-2

To: Waters Edge CDD

12750 Citrus Park Lane, Suite 115

Tampa FL 33625

Date: May 24, 2019

Repaired erosion on pond slope behind 11150 and 11152 Belle Haven Drive

## **TOTAL DUE \$2,400**

Date Rec'd Dist	Office MAY 2 9 2019
DM Approval	Joseph Roethke 5/31 MAY 3 1 2019
Date Entered	
Fund 001	GL 53800 CC 4602
Check#	



P.O. Box 744939 Atlanta, GA 30374-4939

Date	Invoice #	
6/1/2019	2996A	

P.O. No. Terms Project

**Total** 

\$2,185.00

## INVOICE

04/30/19

Waters Edge Master HOA, Inc. c/o Rizzetta & Company, Inc. 5844 Old Pasco Rd, Suite 100, Wesley Chapel, FL 33544 Phone: (813) 994-1001

5844 Old F	ge CDD Pasco Road, Suite 100 papel, FL 33544				Due Upon Receip Page 1 of 1
Quantity		Inv#	Inv Date	<u>Description</u>	Amoun
1	Yellowstone Landscape	TM17855A	4/30/2019	Landscaping Services April 2019	6,600.76
	JUN 0 3 2019 Date Rec'd Dist Office				
		Joseph Roc	thes	6/7	
	Date Entered	JUN 0 7 2	019		
	Fund 061	G153900	_cHlec	54	
	Check #				
				Total:	6,600.70



# Landscape Professionals Post Office Box 849 || Bunnell, FL 32110 Tel 386.437.6211 || Fax 386.586.1285

#### Invoice

Invoice:

TM 17855A April 30, 2019 Account:

Bill To:

Waters Edge c/o Waters Edge CDD 5844 Old Pasco Ro Suite 100

Suite 100

Wesley Chapel, FL 33544

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Terms: NET 30 Invoice Due Date:

Invoice Amount:

May 30, 2019 \$11,790.99

Property Name: Waters Edge Month of Service: April 2019

**Total Price** Monthly Landscape Maintenance April 2019 Monthly Landscape Services \$12,958.75 Monthly Irrigation Services \$1,053.75 Ornamental Fertilization \$2,160.00 Palm Fertilization \$179.25 Specialty Plant Fertilization \$150.00 Sub Total \$16,501.75 Credit For Overpayment In March (\$4,710.76)

Invoice Total

\$11,790.99

## INVOICE

05/31/19

Waters Edge Master HOA, Inc. c/o Rizzetta & Company, Inc. 5844 Old Pasco Rd, Suite 100, Wesley Chapel, FL 33544 Phone: (813) 994-1001

Waters Edge CDD 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 Page 1 of 1					
Quantity	Vendor	Inv#	Inv Date	<u>Description</u>	Amount
1	Yellowstone Landscape	TM25243A	5/31/2019	Landscaping Services May 2019	6,433.00
				Total:	6,433.00

Date Rec'd Dist	Office	JUN 0 3 2019		
DM Approval	Joseph Roethke	6/7		
Date Entered _	JUN 0 7 2019			
Fund 051	GI53900 CC460	40		
Check #				



#### Landscape Professionals Post Office Box 849 || Bunnell, FL 32110 Tel 386.437.6211 || Fax 386.586.1285

#### Invoice

Invoice:

TM 25243A May 31, 2019 Account:

Bill To:

Waters Edge c/o Waters Edge CDD 5844 Old Pasco Ro Suite 100 Wesley Chapel, FL 33544 Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Terms:

NET 30

Invoice Due Date:

June 30, 2019

Invoice Amount:

\$16,082.50

May 2019

Property Name:

Waters Edge

Month of Service:

Monthly Landscape Maintenance May 2019

Monthly Landscape Services Monthly Irrigation Services St Augustine Fertilization

\$12,958.75 \$1,053.75

**Total Price** 

\$2,070.00

Invoice Total

\$16,082.50

# Tab 3





# Advanced Drainage & Hydro

July 8, 2019

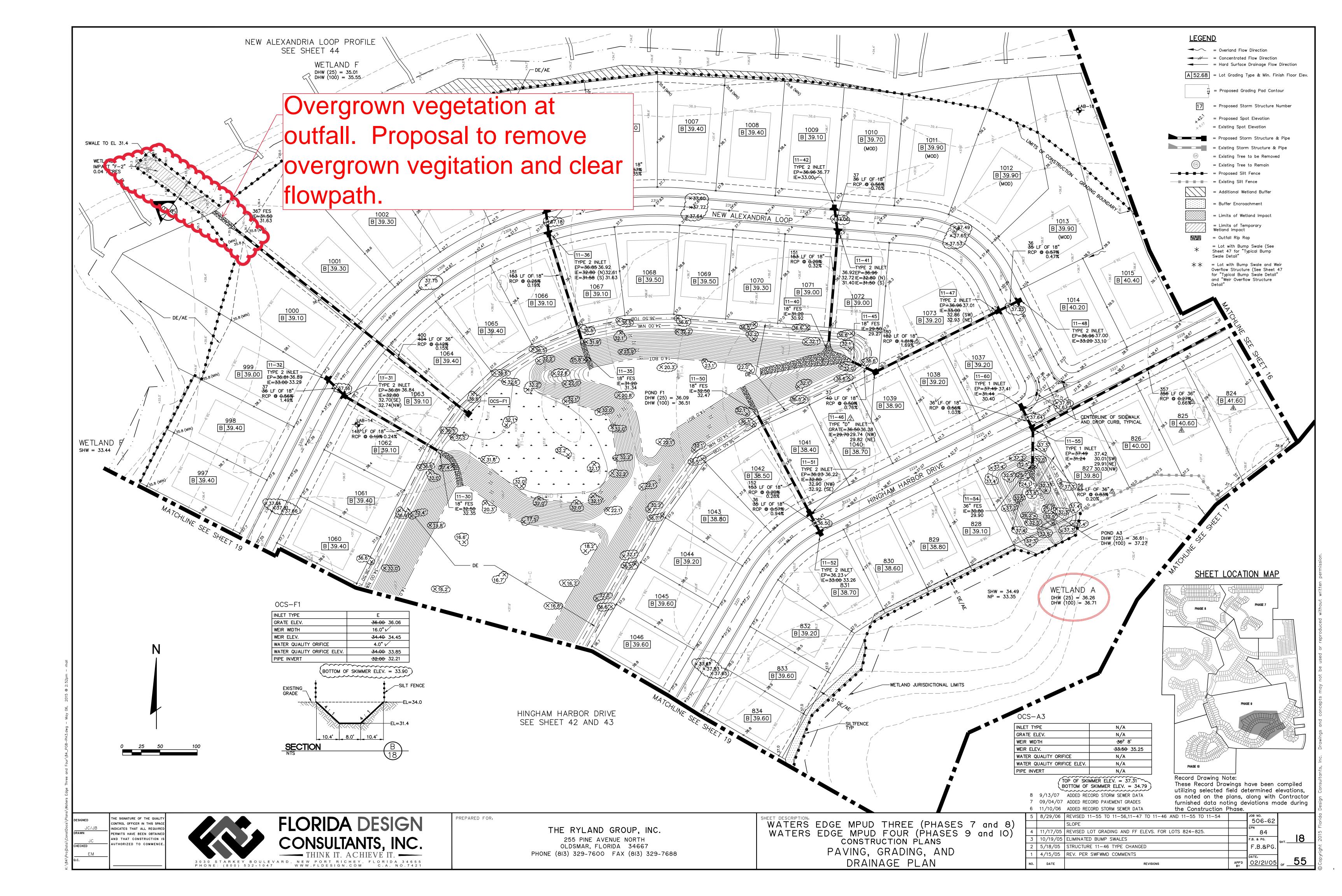
Christine Perkins Water's Edge CDD 20215 Cortez Blvd. Brooksville, FL 34601

# Proposal for Waters Edge Subdivision maintenance of Stormwater Management System Water's Edge Subdivision SWFWMD 43026810.000 Pasco, FL

Dear Ms. Perkins:

Advanced Drainage & Hydro Inc. is pleased to present you this proposal to perform the maintenance items as per Greg Woodcock's e-mail / memorandum for storm issues and clearing the outfall.

1.	The Cleaning of the sump at Northside of clearing from 25 feet from the outfall pipe be done by others. This will enhance the	e. The cattails and other e flow.				
Th	e total for repairs requested	\$	1,700.00			
After this is completed it would be \$450 per / year to maintain.						
Note: These repairs need to be done now or before the rainy season and this proposal is good for 45 days. This work can be done in the next two weeks.						
If the above meets your approval, we kindly suggest sending us an email with a <i>notice to proceed, e-mail</i> back a signed copy of this proposal or please call us at 813-957-3162. Should you need any further information, please don't hesitate to contact me. <b>Sincerely,</b>						
Don Kipp Project Manager Advanced Drainage & Hydro Inc. Mobile (813) 957-3162 Dkipp1@verizon.net						
	rr	Signature	Date			



# Tab 4



# Waters Edge CDD

**Monthly Report** 

**Inspection Date**: 7/15/19

**Prepared For:** 

Joe Roethke Rizzetta & Company

**Prepared By:** 

Joe Craig

P: 407-717-5851

E: joe@sitexaquatics.com



## **Monthly Report**

### Ponds AA1,AA2,E2A,C1









Ponds AA1&AA2 received treatment for Algae & dye was added, C1 was treated for slender spike rush & Algae. All ponds were treated for shoreline grasses.

### Pond H1,H2,BB2,L13









Ponds H1,H2,BB2,L13 were all treated for Slender Spike rush & algae. All ponds were treated for shoreline grasses..



## **Monthly Report**

## Ponds L12,J4,J2,A5









Ponds L12,J2 were treated for Slender Spike Rush. All ponds were treated for shoreline grasses.

### Pond A6,A2





Ponds A6,A2 were treated for Slender Spike rush & Algae. All ponds were treated for shoreline grasses..



### Monthly Report

#### **MONTHLY SUMMARY**

We are into our second month of treatment & things are happening as I'm sure you are aware, there is a major amount of the the plant Slender Spike rush on over half of the ponds in the community. We have been aggressively treating this plant & algae is blooming as a result of the vegetation die off. This process will continue until the spike rush has been eradicated from those ponds. There is also algae blooming as is typical this time of year due to rain water, warm weather & hot water temps, the algae typically grows on the bottom of the pond the sunlight hits it causes it to heat up & rise. While sometimes the aesthetics of a pond can be misleading there is a lot going on underneath the water. The main reason for these ponds is to ensure neighborhoods do not flood. Underwater vegetation is the number one reason this happens due to clogging, the algae blooming on those ponds is from the underwater vegetation dying. We will do our best to try to balance the process between functionality & aesthetics.

As always please feel free to reach out to myself or one of my staff should you have any

Regards

Joe Craig President Sitex Aquatics llc

auestions or concerns.

# Tab 5

## Waters Edge

#### FIELD INSPECTION REPORT



July 18th, 2019 Rizzetta & Company

L. Scott Green - Field Services Manager



The following are action items for Yellowstone to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation.

**Summary:** Field Services Inspection was conducted on 06/11/2019 with account manager Nelson De Sierra from Yellowstone Landscaping. All pond were mowed throughout the community and string trimmed down to the water line. Turf looked good in most areas and some as been replaced at the front entrance to the right-hand side. Mulch as been installed on the Bell Haven island Landscape beds, but there is still a large landscape bed that needs to have new plant material installed.

**1.Reference Pic (1)** Located throughout the community there are several areas where the natural areas are growing over into the common area and they will need to be trimmed back soon.



**2.Reference Pic (2)** Located throughout the community all pond have been mowed and string trimmed down to the water line.





**3. Reference Pic (3)** Vacant lot has now had new sod installed and sod appears to have good green color and is in good health.





**4. Reference Pic (4)** Located on Bell Haven landscape beds in center island medians still have some bare areas that need to have mulch installed.



**5. Reference Pic (5)** Bella Haven landscape beds on the far-right hand side still have a large void of plant material and mulch and need to new plant material and mulch installed. Ask contractor to submit proposal to new plant material and mulch in this landscape bed.





**6. Reference Pic (6)** Located behind wall hedge row needs to be trimmed and shaped.

7. Reference Pic (7) Located at front monument annual bed has now has new annuals installed and they appear to have good color and are in good health.



**8. Reference Pic (8)** Located at front entrance Split Leaf Philodendron has now been trimmed. Front landscape beds need mulch as they are bare with now ground cover.



**9. Reference Pic (09)** Turf located at the front entrance right-hand side when exiting is dead and will need to be removed and new sod installed.



**10. Reference Pic (10)** Another photo of turf at front entrance that is dead and will need to have new sod installed. Ask contractor to submit proposal to install new sod in this area.



**11. Reference Pic (11)** Located at the front entrance another large panel of turf that is dead and will need to be replaced.



**12. Reference Pic (12)** Located at front entrance Juniper bed has dead brown plant material on it that needs to be trimmed out and removed.





**13. Reference Pic (13)** Located at the front entrance turf in this area has now been replaced.

**14. Reference Pic (14)** Located at front entrance Ornamental Grasses need to be trimmed back as they are hanging over the curb.





#### Tab 6



Proposal #20008 Date: 07/03/2019

From: Nelson De Sierra Jr.

Proposal For

Location

Waters Edge CDD 5844 Old Pasco Rd Suite 100 Wesley Chapel, FL 33544

main: mobile: 9019 Creedmoor Ln New Port Richey, FL 34654

Property Name: Waters Edge Master

Conservation Cut Back Erosion Work at 11200 Belle Haven Dr.

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor (Cut Back & Fill dirt)	88.00	\$49.00	\$4,312.00
Fill Dirt	4.00	\$58.41	\$233.63
Bahia Sod Install	400.00	\$0.48	\$191.80

#### Client Notes

Price below is to cut back conservation area add fill dirt behind home owner fence where erosion has occurred and sod with Bahia Grass. Please see attached map for description of work area.

x	TOTAL	\$4,737.43
Signature	SALES TAX	\$0.00
	SUBTOTAL	\$4,737.43

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact	Assigned To
Print Name:	Nelson De Sierra Jr. Office: nsierra@yellowstonelandscape.com
Date:	
Date	

in red so mower can mow CDD areas without riding on home owner property. Also add fill dirt and scd with Bahia Grass behind home owners feneces

11200 Belle Haven

CDD mov area indicated in yellow Erosion area indicated in green

11200 Belle Haven Dr

#### Tab 7

SPECIAL DISTRICT WEBSITE COMPLIANCE		
Fla. Stat. §189.069 (2018)		
Requirements: <sup>1</sup>	Website Timeframe:	Status:
Full legal name of the special district. 2	Permanent.	
Public purpose of the special district. <sup>3</sup>	Permanent.	
Contact information for each governing body	Permanent.	
member, including the member's name, official		
address, official e-mail address, and, if applicable,		
the member's term and appointing authority.4		
Fiscal year of the special district. 5	Permanent.	
Full text of the special district's charter. 6	Permanent.	
Community development districts may reference		
chapter 190, as the uniform charter, but must		
include information relating to any grant of		
special powers. <sup>7</sup>		
Date of establishment of the special district. <sup>8</sup>	Permanent.	
Establishing entity of the special district. <sup>9</sup>	Permanent.	
Statute or statutes under which the special	Permanent.	
district operates, if different from the statute or		
statutes under which the special district was		
established.		
Mailing address of the special district. <sup>10</sup>	Permanent.	
E-mail address of the special district. <sup>11</sup>	Permanent.	
Telephone number of the special district. 12	Permanent.	
Internet website uniform resource locator (URL) of the special district. <sup>13</sup>	Permanent.	
Description of the boundaries or service area of	Permanent.	
the special district. <sup>14</sup>		
Description of the services provided by the	Permanent.	
special district. <sup>15</sup>		
Listing of all taxes, fees, assessments, or charges	Permanent, but rates and amounts only	
imposed and collected by the special district,	must be provided for the current fiscal	
including the rates or amounts for the current	year.	
fiscal year and the statutory authority for the levy		
of the tax, fee, assessment, or charge. 16		
Primary contact information for the special	Permanent.	
district for purposes of communication from the		
department. 17	Dormonant	
Code of ethics adopted by the special district, if	Permanent.	
applicable, and a hyperlink to generally applicable ethics provisions. 18		
Budget of each special district, in addition to	Tontative hudgets: must be nested at	
amendments in accordance with s. 189.418.	<b>Tentative budgets</b> : must be posted at least two (2) days prior to the budget	
amendments in accordance with 5, 105,410.	hearing and remain on the website for	
	forty-five (45) days. <sup>20</sup>	
	Torty five (+3) days.	
	Final adopted budgets: must be posted	
	within thirty (30) days after adoption	
	1	1

<sup>&</sup>lt;sup>1</sup> If the special district has a defined benefit retirement system there may be additional posting requirements per Fla. Sta. 112.664.

<sup>&</sup>lt;sup>2</sup> Fla. Stat. § 189.069(2)(a)(1).

<sup>&</sup>lt;sup>3</sup> Fla. Stat. § 189.069(2)(a)(2).

<sup>&</sup>lt;sup>4</sup> Fla. Stat. § 189.069(2)(a)(3).

<sup>&</sup>lt;sup>5</sup> Fla. Stat. § 189.069(2)(a)(4).

<sup>&</sup>lt;sup>5</sup> Fla. Stat. § 189.069(2)(a)(4). <sup>6</sup> Fla. Stat. § 189.069(2)(a)(5). <sup>7</sup> Id. <sup>8</sup> Id. <sup>9</sup> Id. <sup>10</sup> Fla. Stat. § 189.069(2)(a)(6). <sup>11</sup> Id. <sup>12</sup> Id. <sup>13</sup> Id. <sup>14</sup> Fla. Stat. § 189.069(2)(a)(7).

<sup>14.</sup> Fla. Stat. § 189.069(2)(a)(7). 15 *Id*.

<sup>&</sup>lt;sup>16</sup> Fla. Stat. § 189.069(2)(a)(8).

<sup>17</sup> Fla. Stat. § 189.069(2)(a)(9). Per DEO guidelines, this should be the same person identified to the Department as the District's registered agent

and registered office.

18 Fla. Stat. § 189.069(2)(a)(10). Per DEO guidelines, one option is to link to the Florida Commission on Ethics – Ethics law webpage 

	and remain on website for two (2) years. <sup>21</sup> <b>Budget amendments</b> : must be posted within five (5) days after adoption and remain on website for two (2) years. <sup>22</sup>	
Final, complete audit report for the most recent completed fiscal year, and audit reports required by law or authorized by the governing body of the special district. <sup>23</sup>	Most recent audit report for most recent completed fiscal year.	
Link to the Department of Financial Services website. <sup>24</sup>	Permanent.	
List of regularly scheduled meetings. <sup>25</sup>	The schedule for must be posted quarterly, semiannually, or annually and remain on the website until the next schedule is available. <sup>26</sup>	
Meeting or workshop agenda, along with any meeting materials available in an electronic format, excluding confidential and exempt information. <sup>27</sup>	Post at least (7) days before the meeting or workshop.  Agendas and materials must remain on the website for one (1) year after the meeting or workshop. <sup>28</sup>	
Public Facilities Report, if applicable. <sup>29</sup>	If applicable, the District must post the Public Facilities Initial Report, the Public Facilities Annual Notice of Any Changes, and the Public Facilities Update Report. <sup>30</sup>	

<sup>&</sup>lt;sup>21</sup> *Id.*<sup>22</sup> Fla. Stat. § 189.016 (7).
<sup>23</sup> Fla. Stat. § 189.069(2)(a)(12).
<sup>24</sup> Fla. Stat. § 189.069(2)(a)(15).
<sup>25</sup> Fla. Stat. § 189.069(2)(a)(13).
<sup>26</sup> Fla. Stat. § 189.015(1).
<sup>27</sup> Fla. Stat. § 189.069(2)(a)(16).
<sup>28</sup> *Id.*<sup>29</sup> Fla. Stat. § 189.069(2)(a)(14).
<sup>30</sup> Fla. Dept. of Econ. Opportunity, Special Dist. Handbook Online (2016).



# ADA Website Accessibility

**Underwriting Guidelines - Policy Year 2019 - 2020** 



## 1 - Accessibility Policy

 An adopted and implemented (or in the process of implementing) website accessibility policy that is consistent with WCAG 2.0 Level A and AA

## 2 — Accessibility Statement

- A disability accessibility statement posted on their website that includes:
  - ➤ A commitment to accessibility for persons with disabilities
  - ➤ The accessibility standard used and applied to the District's website
  - Contact information (email and phone number) in case users encounter any problems

## 3 — Video / Audio

 Video and Audio is published or streamed in an accessible format.

## 4 — Quarterly Audits

 Quarterly audits done by a third-party to ensure that the website is in continual compliance with prevailing WCAG standards.

## 5 — Remedial Measures

- If the District has been previously sued
  - > Settlement Agreement
  - > Review remedial measures taken by District



# A Sampling of Our Clients

































## Dear Waters Edge CDD Board Members:

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

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

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

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

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

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

#### 3. We are the experts' experts

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

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

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

Sincerely,

The ADA Site Compliance Team

# Experience Counts



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

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

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

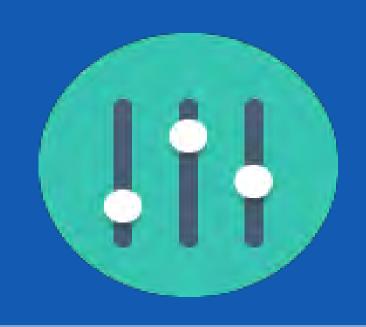
We are happy to provide you with references upon request



# Phase 1: Risk-Mitigation









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

## Compliance Shield Site Accessibility Policy

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

## Compliance Audit Report

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



## Your New, Accessible & Compliant Website

## Phase 2

## **Migration of All Content**

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

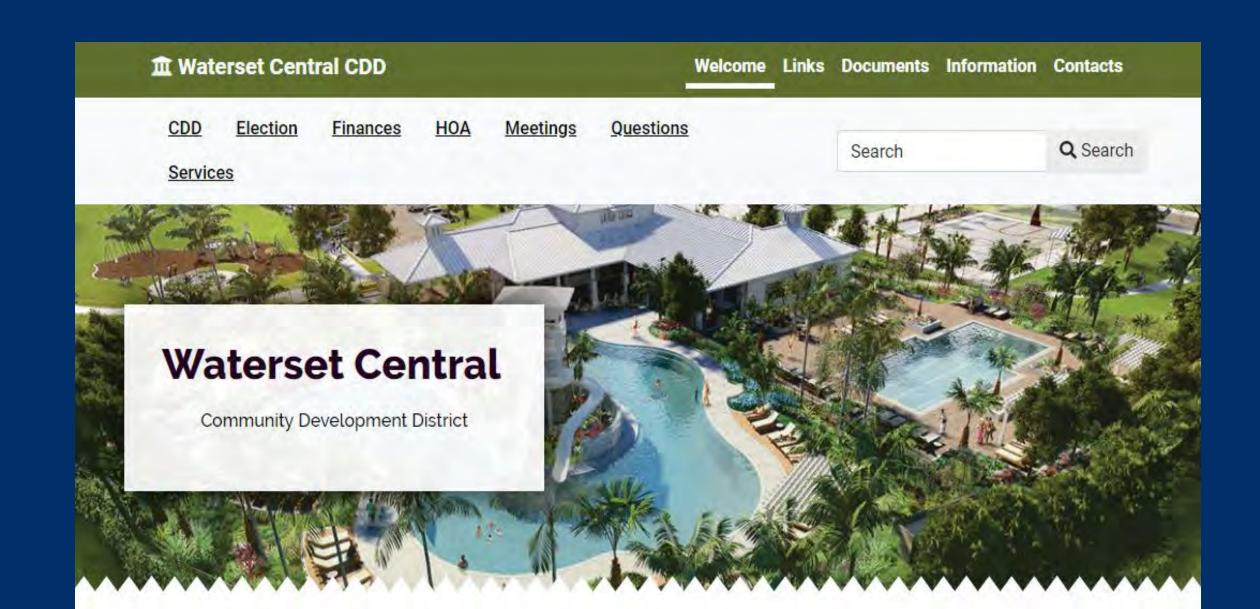
## Phase 3

## **Quality Assurance**

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

## Sample Pages from a District's New, Compliant Website





#### Welcome

Welcome to the official website for the Waterset Central Community Development District (the "District"). This website is funded on behalf of the District to serve two major purposes. The first is to comply with Chapter 189.069 of the *Florida Statutes*, which requires each special district to maintain an official internet website. The second is an effort to help educate the general public about the services provided by the District, and to highlight the other agencies involved in the day-to-day operations of the community. These agencies include, but are not limited to the Florida Department of Economic Opportunity, Hillsborough County and the Waterset Central homeowner's association.

#### **Upcoming Events**

October 11, 2018 Meeting Minutes
Novemember 8, 2018 Revised Final Agenda
Novemember 8, 2018 Final Agenda
Novemember 8, 2018 Tentative Agenda
September 2018 Financial Statement
August 9, 2018 Meeting Minutes
October 11, 2018 Final Agenda
October 11, 2018 Tentative Agenda
August 2018 Financial Statement
September 13, 2018 Tentative Agenda

#### **District Administration**

The District Manager's responsibilities include:

- Preparation and submittal of a proposed operations and maintenance budgets for Board review and action
- Preparation of contract specifications for District operations, including community appearance, waterway management, street lighting and facilities
- · File all required forms and documents with state and local agencies
- · Attend all Board of Supervisor meetings implement the policies of the Board
- · Additional duties as directed by the Board

Rizzetta & Company, Inc. 9428 Camden Field Parkway Riverview, FL 33578 Joe Roethke District Manager Ph. 813-533-2950

**Ⅲ** Waterset Central CDD

Services



If you have a concern, please let us know. Contact us here to report your concern. Certain documents will be in PDF format.

Certain documents will be in PDF format. To view them you may have to download the latest version of Adobe Reader.

## Community Development District Overview

The Waterset Central Community Development District ("District") is an independent local unit of, special-purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance 17-25, adopted of the Board of County Commissioners of Hillsborough County, Florida which became effective on October 11<sup>th</sup>, 2017.

The District currently encompasses approximately <u>four hundred seven (406.567)</u> <u>acres</u> of land located entirely within Hillsborough County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

#### **Upcoming Events**

Q Search

**Welcome Links Documents Information Contacts** 

October 11, 2018 Meeting Minutes Novemember 8, 2018 Revised Final Agenda

Novemember 8, 2018 Final Agenda
Novemember 8, 2018 Tentative Agenda
September 2018 Financial Statement
August 9, 2018 Meeting Minutes
October 11, 2018 Final Agenda
October 11, 2018 Tentative Agenda
August 2018 Financial Statement
September 13, 2018 Tentative Agenda

## Creation of a New, Compliant & Accessible Website



- \$2,400 (year 1) \* Migration of current site content to new, ADA-compliant format
  - \* Waters Edge CDD owns 100% of the website
  - \* No annual fee in year one
- \$900 (annually) Continued accessibility and ongoing compliance support as standards change Includes:
  - \* 20 FREE hours of annual consulting (a \$5,000 value)
  - \* FREE monthly tech audit reports for ongoing maintenance (a \$999 value)
  - \* Customized Accessibility Policy
  - \* ADASC Compliance Shield
  - \* No annual fee in year one

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





## **PDFs**

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

**Conversion will improve PDF accessibility** 

Complex document remediation starts at \$1.00

Template creation available to reduce future costs

## Hosting

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

Includes the following premium features:

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

### **Districts Choose ADASC For:**

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

New, Compliant Website: \$2,400

PDFs: \$99

Hosting & Backup: \$300

Year One Cost: \$2,799



# FREE for All Rizzetta Clients A \$5,999 Value

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



# A Word from a Fan



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

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



## **ADA Site Compliance**

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





The Trusted Resource for Those That You Trust





# Contact Information

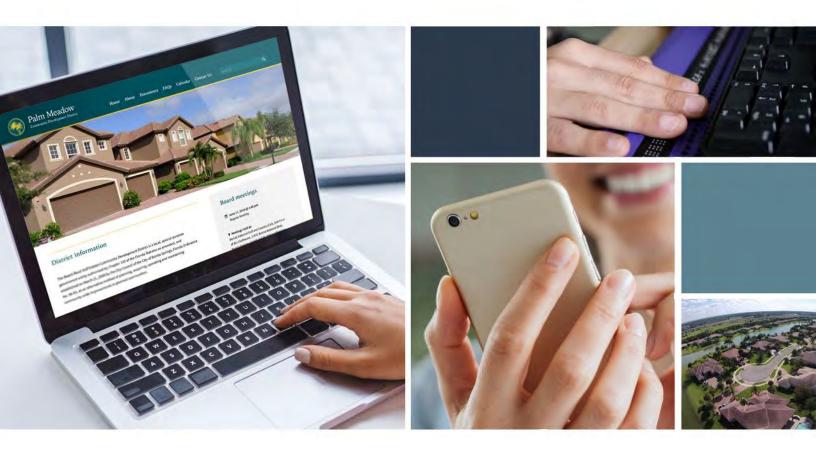


ADA Site Compliance, LLC

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

jeremy@AdaSiteCompliance.com

www.Accessible District Websites.com



## Keeping your community informed. And you compliant.

Waters Edge Community Development District

Proposal date: 2019-07-09

Proposal ID: STU68-XBMBI-ZHZUG-JISQE

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



Ted Saul

Director - Digital Communication

○ Certified Specialist



#### **Pricing**

Effective date: 2019-07-15

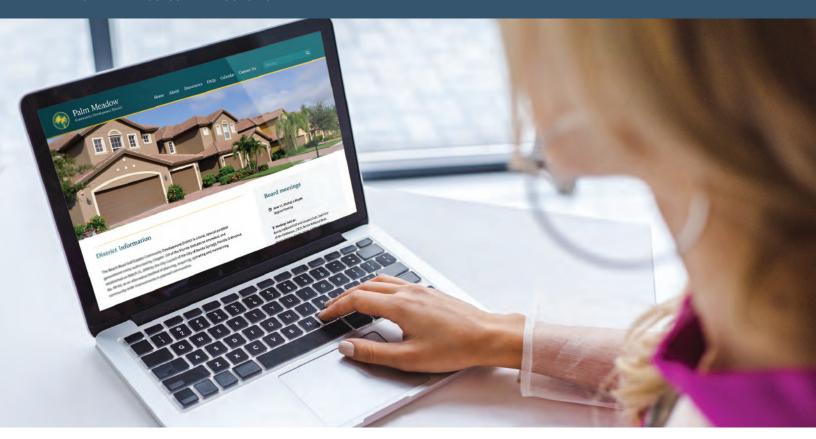
Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents	1	\$2,325.00
<ul> <li>Migration website pages and present on a staged website for approval</li> <li>Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul>		

Annual ongoing services	Quantity	Subtotal
Website services	1	\$600.00
<ul> <li>Hosting, support and training for users</li> <li>Website management tools to make updates</li> <li>Secure certification (https)</li> <li>Monthly accessibility site reporting, monitoring and error corrections</li> </ul>		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
<ul> <li>Remediation of all PDFs stored on your website</li> <li>Remediation of up to 750 PDF pages</li> <li>Dashboard for reporting and managing all PDFs</li> <li>48-hour turnaround for fixes for board agendas</li> <li>PDF manager dashboard</li> </ul>		
Social Media Manager		Included

<sup>\*</sup>Maximum PDF pages per 12 month period Total:



\$3,862.50



## Accountable, compliant communications

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

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

#### Keeping it all accessible - and legal

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

#### **Designed for districts**



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting

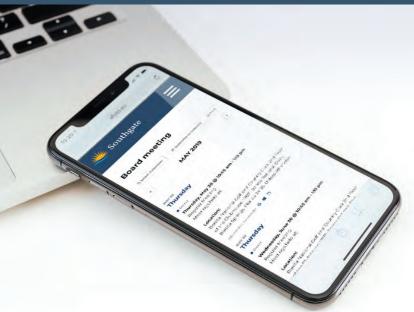


Meets Florida statutes and federal laws



Save CDD board time and money





# Keeping your community informed and compliant.



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

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

#### We stand behind our seal of approval.

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

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

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

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

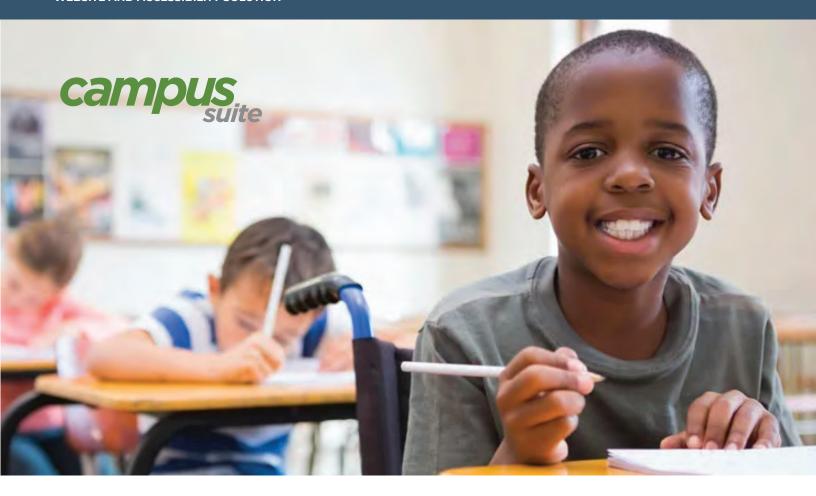
#### Maintain ADA compliance:

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

#### Your district website features:

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





## A trusted name for compliance.

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

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

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









### Frequently asked questions

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

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

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

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

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

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

#### How long does it take?

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

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

We follow WCAG AA 2.1 guidelines

#### Are there any hidden fees?

No.

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

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

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

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

#### Do your sites offer a calendar?

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

### Statement of work

- 1. On-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  - 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  - 3. Display an ADA compliance shield, seal, or certification;
  - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
  - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  - 6. Be free of any commercial advertising;
  - 7. Be free of any known spyware, virus, or malware;
  - 8. Secure certification (https)
  - 9. Secure cloud hosting with fail-overs
  - 10. Allow for data backups, and record retention as required by law;
  - 11. Allow for the display a calendar, reservation request form, and newsletter;
  - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  - 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*

#### 2. Maintenance and Management of the Website.

- 1. Contractor will manage and maintain the website;
- 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;\*
  - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
- 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
- 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

#### 3. Monthly Auditing and Remediation Services.

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

#### 4. Support Services.

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

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

### **Website Creation and Management Agreement**

This Website Creation and Management Agreement (this "Agreement") is entered into as of 2019-07-15, between the Waters Edge Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

#### **Background Information:**

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

#### **Operative Provisions:**

- **1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
- **2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto as Exhibit A.
- **3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

#### 4. Termination.

- a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.
- b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

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

#### 5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,537.00 for Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.
- **6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- **7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

- **8. No Infringement of Intellectual Property.** Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).
- **9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).
- **10.** Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.
- 11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.
- **13. Insurance**. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers

Compensation insurance as required by law.

- **14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelvementh period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.
- 15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the 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. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- **16.** Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.
- 17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- **18.** Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.
- **19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms

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

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

REGULAR MAIL AT		
	, OR BY EMAIL AT	, OR BY
RELATING TO THIS AG	REEMENT, CONTACT THE CUSTODIAN	OF PUBLIC RECORDS AT
FLORIDA STATUTES, TO	THE CONTRACTOR'S DUTY TO PROVI	DE PUBLIC RECORDS
IF THE CONTRACTOR F	IAS QUESTIONS REGARDING THE APPL	ICATION OF CHAPTER 119,

- **21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.
- **22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
- **23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

- **24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- **25. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **26.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.
- **27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.		Waters Edge	
	<del></del>		
Steve Williams VP of Marketing	Date	Print name	Date
vi of marketing			

# Proposal For Waters Edge CDD

URL: <a href="http://watersedgecdd.org/">http://watersedgecdd.org/</a> Website Type: Medium

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

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





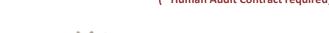




## Your website gets 2 Compliance Seals Tech's Technical Compliance Seal & Human Audit Compliance

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

(\* Human Audit Contract required)







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

Visit <a href="https://vglobaltech.com/website-compliance/">https://vglobaltech.com/website-compliance/</a> for details.

COPYRIGHT ©: This proposal and the contents within this document are solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. VGlobalTech company holds Intellectual Property details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request. Any violations are punishable under the law and shall be prosecuted.

intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

#### **Table of Contents**

1.0	The Law	4
2.0	ADA & WCAG Compliance – Introduction	6
2.1	Common Problems and Solutions in Website Accessibility?	7
2.1	.1 Problem: Images Without Text Equivalents	7
2.1	.2 Problem: Documents Are Not Posted In an Accessible Format	7
2.1	.3 Problem: Specifying Colors and Font Sizes	7
2.1	.4 Problem: Videos and Other Multimedia Lack Accessible Features	7
2.1	.5 Web Content Accessibility Guidelines (WCAG)	8
3.0	Pricing	10
3.1	Existing Website Remediation / New Website Build:	10
3.2	ADA Compliance Monthly Maintenance and Hosting	11
3.3	Quarterly Technical and Human Audit	12
		12
4.0	Proposal Acceptance:	14
5.0	References:	15

#### 1.0 The Law

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

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

- (1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.
- (a) Each independent special district shall maintain a separate website.
- (b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.
- (2)(a) A special district shall post the following information, at a minimum, on the district's official website:
- 1. The full legal name of the special district.
- 2. The public purpose of the special district.
- 3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- 4. The fiscal year of the special district.
- 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- 7. A description of the boundaries or service area of, and the services provided by, the special district.
- 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

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

- 9. The primary contact information for the special district for purposes of communication from the department.
- 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- 11. The budget of the special district and any amendments thereto in accordance with s.189.016.
- 12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
- 13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
- 14. The public facilities report, if applicable.
- 15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- 16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.
- (b) The department's website list of special districts in the state required under s. 189.061shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

#### 2.0 ADA & WCAG Compliance - Introduction

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

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

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

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

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

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

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

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

#### 2.1 Common Problems and Solutions in Website Accessibility?

#### 2.1.1 Problem: Images Without Text Equivalents

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

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

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

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

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

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

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

#### 2.1.3 Problem: Specifying Colors and Font Sizes

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

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

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

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

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

#### 2.1.5 Web Content Accessibility Guidelines (WCAG)

#### **Understanding the Four Principles of Accessibility**

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

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

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

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

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

intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

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

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

Please see References section for several resources on compliance.

intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

#### 3.0 Pricing

**Website Complexity: Medium Level Websites** 

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

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

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	Web Design Total: \$5250/- (one time)

#### 3.2 ADA Compliance Monthly Maintenance and Hosting

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

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

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

#### 3.3 Quarterly Technical and Human Audit

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

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

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

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



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

#### 2. Human Audit Seal:



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

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

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

This proposal includes following points, stipulations terms and conditions:

- \*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps \*unless otherwise noted
- \* email and phone communication
- \*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.
- \*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH
- \*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

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

#### 4.0 Proposal Acceptance:

For VGlobalTech

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

# Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com: Option1: Website only Section 3.1: One time (website conversion and compliance cost): Option2: Website and Monthly Maintenance w/ Hosting Section 3.1: One time (website conversion and compliance cost) Section 3.2 ADA Compliance Monthly Maintenance and Hosting **Option3: Website and Quarterly Audits** Section 3.1: One time (website conversion and compliance cost) Section 3.3 Quarterly Technical and Human Audit Testing Option4: Website, Monthly Maintenance w/ Hosting and **Quarterly Audits** Section 3.1: One time (website conversion and compliance cost) Section 3.2 ADA Compliance Monthly Maintenance and Hosting Section 3.3 Quarterly Technical and Human Audit Testing **Signatures:** For Customer Date **VB** Joshi

Date

#### **5.0 References:**

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

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

**U.S. Department of Justice,** Civil Rights Division, *Disability Rights Section* https://www.ada.gov/websites2.htm

Web design Standards: <a href="https://www.w3schools.com/">https://www.w3schools.com/</a>

Web Content Accessibility Guidelines (WCAG) <a href="https://www.w3.org/TR/WCAG21/">https://www.w3.org/TR/WCAG21/</a>

VGlobalTech Web Content Accessibility Implementation and Checkpoints: <a href="http://vglobaltech.com/website-compliance/">http://vglobaltech.com/website-compliance/</a>







