

**WATERCHASE
COMMUNITY DEVELOPMENT DISTRICT
AGENDA PACKAGE
DECEMBER 11, 2023**



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Waterchase Community Development District

Board of Supervisors

- ☐ Ian Watson, Chairperson
- ☐ Salvatore Mancini, Vice Chairperson
- ☐ Michael Acheson, Assistant Secretary
- ☐ G. Arnie Daniels, Assistant Secretary
- ☐ Christopher Rizzo, Assistant Secretary

David Wenck, District Manager
Vivek Babbar, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Monday, December 11, 2023 – 6:00 p.m.

1. **Roll Call**
2. **Audience Comments**
3. **Consent Agenda**
 - A. Approval of the Minutes of the November 13, 2023 Meeting
 - B. Acceptance of October 2023 Financial Report
4. **Pond Report**
5. **Field Inspection Report**
 - A. Fuller Electrical Contractors, Inc. Proposal #84585 – Directional Boring Streetlight Pole #189
6. **Manager's Report**
 - A. Consideration of Pickerel Weed Installation Agreement
7. **Attorney's Report**
8. **Engineer's Report**
 - A. Discussion of Wetland Encroachment
9. **Supervisors' Requests**
10. **Adjournment**

The next CDD Workshop is Monday, December 18, 2023 @ 8:00 p.m.

The next meeting is Monday, January 8, 2024 @ 6:00 p.m.

District Office:

210 N University Drive, Suite 702
Coral Springs, Florida 33071
954-603-0033

Meeting Location:

Waterchase Clubhouse
14401 Waterchase Boulevard
Tampa, Florida 33626

Third Order of Business

3A.

**MINUTES OF MEETING
WATERCHASE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Waterchase Community Development District was held Monday, November 13, 2023 and called to order at 6:05 p.m. at the Waterchase Clubhouse, 14401 Waterchase Boulevard, Tampa, Florida.

Present and constituting a quorum were:

Ian Watson	Chairperson
Sal Mancini	Vice Chairperson
Michael Acheson	Assistant Secretary
G. Arnie Daniels	Assistant Secretary
Christopher Rizzo	Assistant Secretary

Also present were:

David Wenck	District Manager
Brenden Crawford	Field Manager
Whitney Sousa	District Counsel
Tonja Stewart	District Engineer (via telephone)

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

- Mr. Wenck called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments

- None.

THIRD ORDER OF BUSINESS

Consent Agenda

- A. **Approval of the Minutes of the October 9, 2023 Meeting**
- B. **Acceptance of September 2023 Financial Report**
- C. **Motion to Assign Fund Balance**

On MOTION by Mr. Mancini seconded by Mr. Acheson with all in favor, the consent agenda was approved as presented. 5-0

FOURTH ORDER OF BUSINESS**Pond Report**

- The Board discussed the Pond Report.
- The Board requested Ms. Stewart conduct a review of the trees on the island section of Pond #16.

FIFTH ORDER OF BUSINESS**Field Inspection Report**

- Mr. Crawford discussed the Field Inspection Report.
- TECO Energy Inc. is still working on the streetlights installation project on Race Track Road.
- Streetlight Pole #189 is non-functional and will require directional boring and rewiring. Fuller Electrical Contractors, Inc. is preparing a proposal.

A. Landscape Proposals for Tree Removal and Sod Work – Race Track Road Median

- i. **Yellowstone Landscape Proposal #343459**
- ii. **FLA Landscape and Lawns**
- iii. **Davey Proposal #34820**

- Mr. Crawford discussed the proposals.

Mr. Daniels MOVED to accept Davey Proposal #34820 to perform the tree removal and sod work on the Race Track Road median, to be completed after TECO Energy Inc. streetlights installation project.

- Further discussion ensued regarding obtaining additional sod.

On VOICE vote, with all in favor, the prior motion was approved to include extra sod in an amount not to exceed \$2,000; to be completed after TECO Energy Inc. streetlights installation project was approved. 5-0

B. Steadfast Environmental LLC Proposal #976 – Pond 11 and 12 Diffuser Repair

- The work includes an evaluation of the break in the aerator hose which runs from the compressor box on Pond #12 to #11.
- If this repair is not possible, a splice will be conducted on the remaining line in the amount of \$890.

On MOTION by Mr. Mancini seconded by Mr. Daniels with all in favor, Steadfast Environmental LLC Proposal #976 for Pond #11 and #12 diffuser repairs, was approved as presented and discussed. 5-0

C. Wetland Fence Proposals

i. Ballfer Fence

ii. Fence Outlet

iii. Florida State Fence

- The Board discussed the fence proposals.
- Ms. Sousa noted the EPC recommended installing a fence, but it is not a required step to remediate the wetland.

D. Steadfast Environmental LLC Proposal #1006 – Pond 13 Littoral Planting

- Mr. Crawford discussed the proposal.
- Several residents' concerns were received regarding invasive species in Pond #13. Mr. Crawford noted Mr. Hamilton recommended planting Bare-Root Pickerelweed Plants within the recently cleared space on the littoral shelf to prevent additional invasive growths.
- Ms. Stewart confirmed these plants would be best suited for the littoral shelf, and she recommended Steadfast determine whether they conduct plantings now or wait until the summer. She also recommended a survivorship clause in the contract for the plants.

On MOTION by Mr. Watson seconded by Mr. Mancini with all in favor, Steadfast Environmental LLC Proposal #1006 for Pond #13 littoral planting in the amount of \$1,575, was approved as presented and discussed, and District Counsel was authorized to prepare the necessary documentation. 5-0

EIGHTH ORDER OF BUSINESS

Engineer's Report

- Ms. Stewart discussed the visit to the canal behind the home at 14833 Tudor Chase Drive, and surrounding neighbors who expressed concern regarding removal of vegetation and clean-up behind their homes.
- Ms. Stewart noted it is a wetland-designated area, and the CDD is restricted to any work to be done.
- The Board requested Mr. Crawford share Ms. Stewart's assessment with the residents subject to her review.

Let the record reflect Mr. Mancini left the meeting.

A. Discussion of Wetland Encroachment

- This item shall be addressed under the Attorney's Report.

SIXTH ORDER OF BUSINESS**Manager's Report**

- Mr. Wenck discussed Grau & Associates Fiscal Year 2023 Audit Engagement letter for the Board's consideration. He noted a copy of the letter was emailed to the Board.

On MOTION by Mr. Daniels seconded by Mr. Watson with all in favor, the Fiscal Year 2023 Audit Engagement Letter with Grau & Associates in an amount not exceeding \$5,400 was approved. 4-0

- The Board requested the District go out for RFP next year.
- A. Discussion of Solicitation of Proposals (SOP) for Race Track Road Median Landscape Maintenance**
- The Board discussed the scope of services for this work.
- The Board concurred with Mr. Rizzo conducting a review of the scope of services and coordinating with Mr. Crawford to prepare and send SOPs for this work.

B. Consideration of Revised Fiscal Year 2024 Meeting Schedule

On MOTION by Mr. Watson seconded by Mr. Rizzo with all in favor, the revised Fiscal Year 2024 Meeting Schedule was approved. 4-0

- Mr. Wenck noted the revised meeting schedule will be advertised.

SEVENTH ORDER OF BUSINESS**Attorney's Report**

- Ms. Sousa updated the Board on the wetland encroachment.
- A letter was received from EPC regarding separation of the remediation work and corrective actions needed to be done on the Waterchase property.
- Ms. Stewart noted they are awaiting a response from the EPC to indicate when the property owner should replant the trees.
- Ms. Sousa will contact the property owner to review next steps.

EIGHTH ORDER OF BUSINESS**Engineer's Report (Continued)**

- Mr. Watson commented on the regrowth of vines throughout the community. Ms. Stewart will coordinate with Steadfast Environmental to advise on vine removal procedures.

152 **NINTH ORDER OF BUSINESS**

Supervisors' Requests

- 153 • None.

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155 **TENTH ORDER OF BUSINESS**

Adjournment

156 There being no further business,

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159 On MOTION by Mr. Daniels seconded by Mr. Watson with all in favor, the
160 meeting was adjourned. 4-0

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Ian Watson
Chairperson

3B.

WATERCHASE
Community Development District

Financial Report

October 31, 2023

(unaudited)

Prepared by



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WATERCHASE
Community Development District

Financial Statements

(Unaudited)

October 31, 2023

Balance Sheet
October 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 161,363	\$ -	\$ 161,363
Accounts Receivable	6,287	-	6,287
Due From Other Funds	-	5,629	5,629
Investments:			
Money Market Account	704,037	-	704,037
Reserve Fund	-	67,816	67,816
Revenue Fund	-	292,780	292,780
Utility Deposits - TECO	503	-	503
TOTAL ASSETS	\$ 872,190	\$ 366,225	\$ 1,238,415
<u>LIABILITIES</u>			
Accounts Payable	\$ 29,036	\$ -	\$ 29,036
Due To Other Funds	5,629	-	5,629
TOTAL LIABILITIES	34,665	-	34,665
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	503	-	503
Restricted for:			
Debt Service	-	366,225	366,225
Assigned to:			
Operating Reserves	93,598	-	93,598
Reserves-Aeration & Fountains	75,000	-	75,000
Reserves- Lake Embank/Drainage	497,582	-	497,582
Reserves - Tree Removal & Replacement	55,000	-	55,000
Reserves - Streetlights	75,000	-	75,000
Unassigned:	40,842	-	40,842
TOTAL FUND BALANCES	\$ 837,525	\$ 366,225	\$ 1,203,750
TOTAL LIABILITIES & FUND BALANCES	\$ 872,190	\$ 366,225	\$ 1,238,415

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 20,000	\$ 1,667	\$ 3,258	\$ 1,591
Special Assmnts- Tax Collector	369,159	-	-	-
Special Assmnts- Discounts	(14,766)	-	-	-
TOTAL REVENUES	374,393	1,667	3,258	1,591
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	24,000	2,000	2,000	-
FICA Taxes	1,836	153	153	-
ProfServ-Arbitrage Rebate	600	600	-	600
ProfServ-Dissemination Agent	1,000	1,000	-	1,000
ProfServ-Engineering	20,000	1,667	3,200	(1,533)
ProfServ-Legal Services	9,000	750	1,730	(980)
ProfServ-Mgmt Consulting	65,034	5,420	5,420	-
ProfServ-Special Assessment	9,000	9,000	-	9,000
ProfServ-Trustee Fees	4,337	4,337	361	3,976
ProfServ-Web Site Development	1,000	83	-	83
Auditing Services	5,200	-	-	-
Website Compliance	2,629	2,629	1,642	987
Postage and Freight	350	29	-	29
Insurance - General Liability	7,040	7,040	6,656	384
Printing and Binding	55	55	-	55
Legal Advertising	3,500	292	-	292
Misc-Bank Charges	100	8	-	8
Misc-Assessment Collection Cost	7,383	-	-	-
Misc-Contingency	2,950	246	-	246
Office Supplies	1,000	83	-	83
Annual District Filing Fee	175	175	175	-
Total Administration	166,189	35,567	21,337	14,230

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>				
Field Services	8,000	667	667	-
Contracts-Wetland Mitigation	12,000	1,000	3,000	(2,000)
Contracts-Lakes	20,640	1,720	1,560	160
Contracts-Canal Maint/Cleaning	10,000	833	-	833
Contracts-Aquatic Midge Mgmt	15,000	1,250	-	1,250
Contracts-RTR Landscaping	7,986	666	665	1
Electricity - Streetlights	28,000	2,333	2,409	(76)
Electricity - Fountain	2,000	167	168	(1)
R&M-Fountain	5,083	424	-	424
R&M-Irrigation	1,750	146	-	146
R&M-Lake	11,958	997	-	997
R&M-Streetlights	20,000	1,667	2,696	(1,029)
Invasive Plant Removal	8,000	667	-	667
Aerators - R&M	5,000	417	2,020	(1,603)
Misc-Interlocal Agreement	6,930	6,930	-	6,930
Misc-Contingency	45,856	3,821	-	3,821
Total Field	208,203	23,705	13,185	10,520
TOTAL EXPENDITURES	374,392	59,272	34,522	24,750
Excess (deficiency) of revenues				
Over (under) expenditures	-	(57,605)	(31,264)	26,341
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	-	-	-	-
TOTAL FINANCING SOURCES (USES)	-	-	-	-
Net change in fund balance	\$ -	\$ (57,605)	\$ (31,264)	\$ 26,341
FUND BALANCE, BEGINNING (OCT 1, 2023)	868,789	868,789	868,789	
FUND BALANCE, ENDING	\$ 868,789	\$ 811,184	\$ 837,525	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 200	\$ 17	\$ 1,578	\$ 1,561
Special Assmnts- Tax Collector	737,129	-	-	-
Special Assmnts- Discounts	(29,485)	-	-	-
TOTAL REVENUES	707,844	17	1,578	1,561
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	14,743	-	-	-
Total Administration	14,743	-	-	-
<u>Debt Service</u>				
Principal Debt Retirement	521,000	-	-	-
Interest Expense	164,982	-	-	-
Total Debt Service	685,982	-	-	-
TOTAL EXPENDITURES	700,725	-	-	-
Excess (deficiency) of revenues				
Over (under) expenditures	7,119	17	1,578	1,561
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	7,119	-	-	-
TOTAL FINANCING SOURCES (USES)	7,119	-	-	-
Net change in fund balance	\$ 7,119	\$ 17	\$ 1,578	\$ 1,561
FUND BALANCE, BEGINNING (OCT 1, 2023)	364,647	364,647	364,647	
FUND BALANCE, ENDING	\$ 371,766	\$ 364,664	\$ 366,225	

WATERCHASE
Community Development District

Supporting Schedules

October 31, 2023

Cash and Investment Report

October 31, 2023

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Acct - Operating	SouthState	Public Funds Checking	n/a	0.00%	\$ 161,363
Money Market Account	BankUnited	Business MMA	n/a	5.45%	\$ 704,037
GF Subtotal					<u>\$ 865,399</u>

Debt Service Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2017 Reserve Fund	US Bank	US Bank Open End CP	05/01/32	5.35%	\$ 67,816
Series 2017 Revenue Fund	US Bank	US Bank Open End CP	05/01/32	5.35%	\$ 292,780
DS Subtotal					<u>\$ 360,595</u>
Total					<u>\$ 1,225,996</u>

Waterchase CDD

Bank Reconciliation

Bank Account No. 5719 Southstate Bank GF
Statement No. 10-23
Statement Date 10/31/2023

G/L Balance (LCY)	161,362.57	Statement Balance	161,452.27
G/L Balance	161,362.57	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	161,452.27
Subtotal	161,362.57	Outstanding Checks	89.70
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	161,362.57	Ending Balance	161,362.57
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
10/25/2023	Payment	002578	COMPLETE IT	89.70	0.00	89.70
Total Outstanding Checks.....				89.70		89.70

WATERCHASE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/1/23 to 10/31/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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SOUTHSTATE BANK GF - (ACCT#XXXXX5719)

CHECK # 002570

10/04/23	Employee	IAN WATSON	PAYROLL	October 04, 2023 Payroll Posting			\$184.70
Check Total							<u>\$184.70</u>

CHECK # 002571

10/04/23	Employee	MICHAEL W. ACHESON	PAYROLL	October 04, 2023 Payroll Posting			\$184.70
Check Total							<u>\$184.70</u>

CHECK # 002572

10/12/23	Employee	IAN WATSON	PAYROLL	October 12, 2023 Payroll Posting			\$184.70
Check Total							<u>\$184.70</u>

CHECK # 002573

10/12/23	Employee	MICHAEL W. ACHESON	PAYROLL	October 12, 2023 Payroll Posting			\$184.70
Check Total							<u>\$184.70</u>

CHECK # 002574

10/18/23	Vendor	DLTD SOLUTIONS, INC	0004511	7/2023 ADMIN FEE	Misc-Contingency	001-549900-53901	\$490.00
Check Total							<u>\$490.00</u>

CHECK # 002575

10/18/23	Vendor	FULLER ELECTRICAL CONTRACTORS	13378	STREETLIGHTS- RETROFITTED LIGHT POLES	R&M-Streetlights	001-546095-53901	\$1,943.64
10/18/23	Vendor	FULLER ELECTRICAL CONTRACTORS	13440	STREETLIGHTS LIGHT POLE 71/101	R&M-Streetlights	001-546095-53901	\$604.66
10/18/23	Vendor	FULLER ELECTRICAL CONTRACTORS	13535	STREETLIGHTS- TRAUBLESHOT ALL LIGHTS OFF	R&M-Streetlights	001-546095-53901	\$148.00
Check Total							<u>\$2,696.30</u>

CHECK # 002576

10/18/23	Vendor	INNERSYNC STUDIO LTD	21617	WEBSITE SVCS	Website Compliance	001-534397-51301	\$1,552.50
Check Total							<u>\$1,552.50</u>

CHECK # 002577

10/18/23	Vendor	YELLOWSTONE LANDSCAPING	TM 578500	SEP 2023 LANDSCAPE MAINT	Flower rotation	001-549900-53901	\$665.50
10/18/23	Vendor	YELLOWSTONE LANDSCAPING	TM 598569	OCT 2023 LANDSCAPE MAINT	Monthly Maint.	001-534346-53901	\$665.49
Check Total							<u>\$1,330.99</u>

CHECK # 002578

10/25/23	Vendor	COMPLETE IT	11913	CGG/HOA GOOGLE EMAIL ACCY 30 GB	Website Compliance	001-534397-51301	\$89.70
Check Total							<u>\$89.70</u>

CHECK # 002579

10/25/23	Vendor	INFRAMARK, LLC	101940	SEPT 2023 MGMNT CHARGES	Postage and Freight	001-541006-51301	\$13.86
Check Total							<u>\$13.86</u>

WATERCHASE COMMUNITY DEVELOPMENT DISTRICT

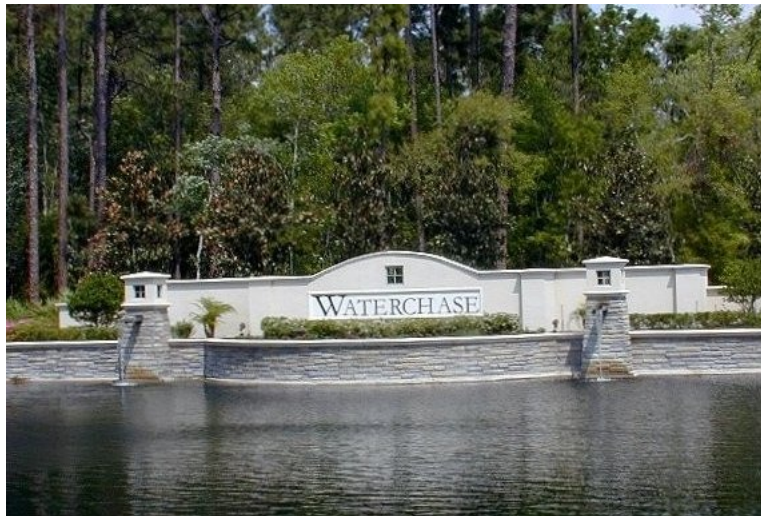
Payment Register by Bank Account

For the Period from 10/1/23 to 10/31/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 002580							
10/25/23	Vendor	ROSANNE CLEMENTI	1020231986	PROF SVCS MITIGATION AREA IMPACTS 8/1/23-10/6/23	Contracts-Wetland Mitigation	001-534049-53901	\$3,000.00
Check Total							<u>\$3,000.00</u>
CHECK # 002581							
10/25/23	Vendor	STRALEY ROBIN VERICKER	23680	PROF SVCS RENDERED THRU SEPT 2023	ProfServ-Legal Services	001-531023-51401	\$2,388.16
Check Total							<u>\$2,388.16</u>
ACH #DD314							
10/04/23	Employee	SALVATORE MANCINI	PAYROLL	October 04, 2023 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD315							
10/04/23	Employee	GEORGE A DANIELS, JR	PAYROLL	October 04, 2023 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD316							
10/04/23	Employee	CHRISTOPHER J. RIZZO	PAYROLL	October 04, 2023 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD317							
10/12/23	Employee	SALVATORE MANCINI	PAYROLL	October 12, 2023 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD318							
10/12/23	Employee	GEORGE A DANIELS, JR	PAYROLL	October 12, 2023 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD319							
10/12/23	Employee	CHRISTOPHER J. RIZZO	PAYROLL	October 12, 2023 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD320							
10/19/23	Vendor	TAMPA ELECTRIC	09282023 ACH	SVCS PRD 08/23/23-10/19/23	Electricity - Streetlighting	001-543013-53901	\$2,360.73
10/19/23	Vendor	TAMPA ELECTRIC	09282023 ACH	SVCS PRD 08/23/23-10/19/23	Electricity - Fountain	001-543036-53901	\$168.71
ACH Total							<u>\$2,529.44</u>
Account Total							<u>\$15,937.95</u>

Fourth Order of Business



Waterchase CDD Aquatics

Inspection Date:

12/1/2023 10:30 AM

Prepared by:

Niklas Hopkins

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940

SITE: 13

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

This pond is in great condition. Very minor amount of nuisance grasses observed along parts of the shoreline and also within parts of the beneficial growth on the littoral shelf. Some of these grasses on the littoral shelf are decaying from previous treatment. Our technician will continue to target these nuisance grasses during future maintenance events.
Aerators were not functional. When changing compressor filters this week, we discovered that the aerator box that holds the compressors for these ponds has a blown breaker in the electric box.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Planktonic	Surface Filamentous
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 14

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minor amounts of surface algae present along parts of the shoreline. Also noted some torpedo grass along the shoreline as well. Routine maintenance and monitoring will occur here.
Aerators were not functional. When changing compressor filters this week, we discovered that the aerator box that holds the compressors for these ponds has a blown breaker in the electric box. We will discuss further about how we want to resolve this issue.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	Subsurface Filamentous	Planktonic	<input checked="" type="checkbox"/> Surface Filamentous
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 15 + 20

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

Pond #15: Nuisance growth along the perimeter of the pond is in a state of decay and has been hit in prior treatments. Our technician will continue address any regrowth in future treatments.

Pond #20: The beneficial vegetation along the perimeter and littoral shelf of the pond is in healthy condition. There is still some underlying nuisance grasses between this beneficial growth and within the water. Technician will continue to treat accordingly.

WATER:	✗ Clear	Turbid	Tannic
ALGAE:	N/A	Subsurface Filamentous	✗ Surface Filamentous
		Planktonic	Cyanobacteria
GRASSES:	N/A	✗ Minimal	Moderate
NUISANCE SPECIES OBSERVED:			Substantial
	✗ Torpedo Grass	Pennywort	Babytears
	Hydrilla	✗ Slender Spikerush	Other:
			Chara

SITE: 16

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

No major algae growth noted in this pond. Observed minor amounts of torpedo grass along parts of the shoreline of the pond. Pond is looking better compared to previous months. Routine maintenance and monitoring will occur here.

WATER:	✗ Clear	Turbid	Tannic
ALGAE:	✗ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
GRASSES:	N/A	✗ Minimal	Moderate
NUISANCE SPECIES OBSERVED:			Substantial
	✗ Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

SITE: 17

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

This pond is in great condition. No algae growth was observed. Lots of beneficial vegetation along the perimeter of the pond. Some torpedo grass growing within this beneficial vegetation, as usual. Our technician will focus on eradicating any nuisance grasses or regrowth that appear.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 18

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving



Comments:

Water level in pond is low. Surface algae that was present in prior reports has cleared up. Still some minor amounts of nuisance grasses present along the shoreline and on the exposed bank. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 19

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

Minor amounts of scattered surface algae present within the pond. Moderate amount of nuisance grasses still present, but some are decaying from treatment. Technician will continue to monitor and treat accordingly.

Aerator is functional.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:
			Chara

SITE: 21

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving



Comments:

This pond is in great condition. The algal matter is way down compared to prior reports. There is still a minimal amount of scattered decaying algae along the perimeter. Our technician will continue to monitor and treat this algae accordingly during the next visit.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

SITE: 23

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

No algae growth was noted. Minor amounts of nuisance grasses were present along the perimeter within the beneficals. Routine maintenance and monitoring will occur here.

Aerator is functional.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	

SITE: 24

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

This pond is in great condition. The only thing to note would be the the minor amount of torpedo grass along the shorelines, which our technician will address during the next maintenance visit.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	

MANAGEMENT SUMMARY



With December on finally here, fall gives way to winter. We can expect mornings and nights, as well as evenings, to have colder temperatures with the occasional higher daytime temperature. The growth rate for both algae and nuisance plants are slowing as a result, giving technicians the ability to make headway in more overgrown areas. Rain events are becoming less frequent, leading to extended decay times for surface algae (further extended by the cold weather). Additionally, water levels across most ponds will be/are decreasing.

On this visit, nearly all ponds inspected were in great condition. Nuisance grasses were the main issue observed during this inspection, specifically Torpedo Grass and slender spikerush. This was present around the perimeter of many ponds, on the exposed banks, and within beneficial vegetation. These grasses will be targeted at full force during these winter months while growth rates are slow. Algae was present in very minor amounts, if any. Any surface growth had been previously treated and was already beginning to decay. We will continue to treat any additional growth that pops up.

The aerators in Ponds #13 and #14 are down. The breakers that supply the electricity to this box have blown. We are scheduling an electrician to go out and fix this for us so we can get these aerators back up and running. Should be resolved by next report.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid overtreating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA



WATERCHASE CDD

Waterchase Blvd, Tampa

Gate Code: -



Fifth Order of Business

WATERCHASE CDD FIELD INSPECTION

Tuesday, November 21, 2023

Prepared For Board Of Supervisors

10 Issues Identified



Issue 1

Assigned To Fuller Electric
Front of 11610 Bristol Chase
Drive - Light pole 77 is out.



Issue 2

Assigned To Fuller Electric
Front of 14735 Waterchase
Blvd - Light pole 130 is out.



Issue 3

Assigned To Fuller Electric
Front of 12014 San Chaliford
Court- Replace dim light on
pole 226 with new LED.



Issue 4

Assigned To Yellowstone
Racetrack Road - Rocks will
need to be reset for clean
appearance.



Issue 5

Assigned To Yellowstone

Racetrack Road -

When will annuals be planted.



Issue 6

Assigned To Yellowstone

Racetrack Road -

Remove fallen branch and
concrete block.



Issue 7

Assigned To Yellowstone
Racetrack Road - Remove dead
material. Check for any
irrigation breaks.



Issue 8

Assigned To Yellowstone
Racetrack Road - Remove
plants. Annuals should be
planted to match issue 5.



Issue 9

Assigned To Yellowstone
Racetrack Road -

Prune Japanese blueberry
trees.

Third request.



Issue 10

Assigned To Fuller Electric
Front of Alicante Entrance-
Light pole 157 is out.

5A



Fuller Electrical Contractors, Inc.

Waterchase CDD
Waterchase CDD
210 N University Dr, Suite 702
Coral Springs, FL 33071

☎ (813) 995-4873

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ESTIMATE	#84585
ESTIMATE DATE	Nov 15, 2023
SERVICE DATE	Nov 13, 2023
TOTAL	\$5,800.00

SERVICE ADDRESS

14401 Waterchase Blvd
Tampa, FL 33626

CONTACT US

107 Dunbar Ave, L
Oldsmar, FL 34677

☎ (813) 814-0999

✉ bheath@fullerelectricalinc.com

Service completed by: Brian Heath

ESTIMATE

Services	qty	unit price	amount
Light Pole 189	1.0	\$5,800.00	\$5,800.00
-Directional bore from in ground junction box near pole #189 to another in ground junction box near pole #188 and pull new wires in the conduit to refeed pole light.			

Services subtotal: \$5,800.00

Total **\$5,800.00**

Thank you for doing business with us.

Sixth Order of Business

6A

Pickernel Weed Installation Agreement

This Pickernel Weed Installation Agreement (this “**Agreement**”) is entered into as of December 11, 2023, between the **Waterchase Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes whose mailing address is c/o Inframark IMS, 210 North University Drive, Suite 702, Coral Springs, Florida 33071 and **Steadfast Environmental, LLC**, a Florida limited liability corporation, whose mailing address is 30435 Commerce Drive, Ste. 102, San Antonio, Florida 33576 (the “**Contractor**”).

Background Information:

The District owns and maintains the ponds within the District’s boundaries. The District desires to install pickernel weed to control future shoreline erosion issues on Pond 13. The Contractor is experienced in pond plantings and is familiar with the District property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Scope of Services.** The Contractor shall supply, deliver, and install 1,500 bare-root *Pontederia cordata* (Pickernel weed) plants to control future shoreline erosion issues along the recently cleared space on pond 13’s littoral shelf, as further specified in Contractor’s Proposal which is attached hereto as **Exhibit A**. The work to be performed shall include all labor, materials, equipment, and transportation necessary to perform the services described above. At the conclusion of the work, the Contractor shall dispose of any waste material at an off-site waste disposal facility.
3. **Manner of Performance and Care of the Property.**
 - a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
 - b. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District’s satisfaction, any damage resulting from Contractor’s activities and work within 72 hours. In the event Contractor does not repair or replace the damage to District’s satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.
4. **Time of Commencement.** Contractor shall commence the work within 7 calendar days after the District Manager or District Engineer provides notice to proceed.
5. **Completion of the Work.** Contractor shall finish the work within 1 day commencement of the work. Contractor will perform the work in a timely manner, time being of the essence of this Agreement.

6. Compensation.

- a. The District agrees to compensate the Contractor for the work described above in the amount of \$1,575.00.
- b. Upon completion of the work, the District shall inspect the work to ensure the work was performed correctly.
- c. Upon the District's approval of the work, the Contractor shall submit an invoice for the work performed and the District shall pay the Contractor within 30 days of receipt of the invoice by the District.
- d. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness.

7. Warranty.

- a. The Contractor warrants that the work (a) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations, (b) will be performed without defects in materials to the extent the materials were provided by Contractor, and workmanship, (c) consists of new unused materials to the extent the materials are provided by Contractor, (d) is fit for the particular purposes or uses contemplated by this Agreement, (e) conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.
- b. Contractor warrants that at least 85% of the plantings will survive and be in a healthy condition from one year from the date of the completion invoice. Any plants that need to be replaced shall be of the same quality and specifications of the original plantings.

8. **Termination.** Either party may terminate this Agreement without cause with 7 days written notice to the other party at the addresses listed above. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

9. **Compliance With Laws and Regulations.** The Contractor shall 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.

10. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30 day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

11. **Indemnification.** Contractor agrees to 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, death, property damage or of any nature, arising as a result of the negligence of Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that

nothing herein shall 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 shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

12. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
13. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (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 provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, OR BY EMAIL AT DAVID.WENCK@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

14. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
15. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
16. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

17. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
18. **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.
19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
20. **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. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

Steadfast Environmental, LLC

**Waterchase
Community Development District**

Name: Joe Hamilton_____
Title: Owner _____

Ian Watson
Chair of the Board of Supervisors

Exhibit A

Agenda Page 47



Steadfast Environmental, LLC

30435 Commerce Drive Ste 102 | San Antonio, FL 33576
813.836.7940 | office@steadfastenv.com
www.SteadfastEnv.com

Proposal

Date 11/6/2023 Proposal # 1006

Customer Information		Project Information Waterchase CDD Pond 13 Littoral...	
Inframark Infrastructure Management Mark Vega, District Manager 2654 Cypress Ridge Blvd., Suite 101 Wesley Chapel, FL 33544	Contact	Waterchase CDD 13 Littoral Planting	
	Phone	813-991-1140	
	E-mail	mark.vega@inframark.com	
	Account #		
		Proposal Prepared By:	Kevin Riemensperger
		Type Of Work	Beneficial P1

Steadfast Environmental, LLC. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Planting of 1,500 Bare-Root Pickerelweed Plants within the recently cleared space pond 13's littoral shelf in Waterchase CDD. To uptake nutrients and compete against nuisance vegetation & algae within the pond. Additional benefits include protection against shoreline erosion, aesthetic enhancement, and habitat for fish/wildlife; all while taking the place of nuisance species which previously resided here. All plants will be of bare root size, to be planted 18" OC. Est. Timeframe: 1 Day.		1,575.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total \$1,575.00

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this 13 day of NOV, 2023.

Signature: [Signature] Printed Name and Title: _____

Representing (Name of Firm): WATERCHASE CDD