### WATERCHASE COMMUNITY DEVELOPMENT DISTRICT

#### **AGENDA PACKAGE**

**FEBRUARY 12, 2024** 



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

# Waterchase Community Development District

B	oar	ď	of	Super	visors
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☐ 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, February 12, 2024 – 6:00 p.m.

- 1. **Roll Call**
- 2. **Audience Comments**
- 3. **Consent Agenda** 
  - Approval of the Minutes of the January 8, 2024 Meeting
  - Acceptance of December 2023 Financial Report В.
- 4. **Pond Report**
- 5. **Field Inspection Report** 
  - Waterchase CDD Light Poles Proposals
    - Lowes Commercial Painting
    - ii. Pressure Points – Revised Quote
    - Certified Services Facility Cleaning and Maintenance iii.
  - Leaning Palm Located at 14712 Waterchase Boulevard В.
  - C. Light Pole 189 Project Update
  - Pond 13 Planting D.
  - E. Field Services Manager Change
  - F. Yellowstone Landscaping
- 6. Manager's Report
  - Website Audit Report 4<sup>th</sup> Quarter
- 7. **Attorney's Report**
- 8. **Engineer's Report**
- 9. **Supervisors' Requests**
- **10.** Adjournment

The next meeting is Monday, March 11, 2024 @ 6:00 p.m.

The next CDD Workshop is Monday, March 25, 2024 @ 8:00 p.m.

# **Third Order of Business**

3A.

1 2 3 4	WAT	S OF MEETING TERCHASE VELOPMENT DISTRICT
5	The regular meeting of the Board	of Supervisors of the Waterchase Community
6	Development District was held Monday, J	January 8, 2024 at 6:00 p.m. at the Waterchase
7	Clubhouse, 14401 Waterchase Boulevard, Ta	mpa, Florida.
8 9 10	Present and constituting a quorum were:	
11 12 13 14 15 16	Ian Watson Sal Mancini Michael Acheson G. Arnie Daniels Christopher Rizzo	Chairperson Vice Chairperson Assistant Secretary Assistant Secretary Assistant Secretary
18	Also present were:	
19 20 21 22 23 24	David Wenck Tonja Stewart Rosanne Clementi  The following is a summary of the disc	District Manager District Engineer Clementi Environmental Consulting LLC. (via phone)  cussions and actions taken.
25 26 27	FIRST ORDER OF BUSINESS  • Mr. Wenck called the meeting to orde	Roll Call rand called the roll. A quorum was established.
28 29 30	SECOND ORDER OF BUSINESS • None.	<b>Audience Comments</b>
31 32 33 34 35 36 37 38 39 40 41	B. Acceptance of November 202	s seconded by Mr. Rizzo with all in

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#### EIGHTH ORDER OF BUSINESS Engineer's Report

#### A. Discussion of Wetland Encroachment

- Ms. Stewart stated the trees were planted. EPC conducted an onsite inspection and issued
   a closure notice. Ms. Stewart noted the violation on the neighbor's property has not been
   closed. EPC indicated the CDD would be copied on some communication which should be
   disregarded.
- Ms. Stewart commented on the wetland setback and recommended the Board discuss with

  Ms. Rosanne Clementi to provide services for assessing and making recommendations on

  invasive vegetation management in the District's wetland buffers throughout the

  community. Ms. Clementi further explained the process. Ms. Stewart will coordinate a site

  visit with Ms. Clementi and Mr. Daniels to review the areas of concern.
- The Board requested costs associated with the encroachment. Further discussion ensued regarding recovering funds.

#### FOURTH ORDER OF BUSINESS

#### **Pond Report**

• The Board requested Ms. Stewart evaluate Pond 16 to confirm whether it is functioning as designed. The Board expressed concern with recent work done around the pond that may need attention.

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#### FIFTH ORDER OF BUSINESS Field Inspection Report

- Mr. Wenck informed the Board that Mr. Crawford was promoted. Mr. Crawford will introduce the new field person at the next meeting.
- Streetlight pole numbers 77 and 157 were reported by the Board as needing repairs.

#### A. Consideration of RFPs for Maintenance of Race Track Road Median

- The Board discussed the only proposal submitted by Landscape Maintenance Professionals, Inc.
- The Board requested Mr. Crawford coordinate an onsite meeting with Mr. Seth Mendoza,
  Yellowstone, Mr. Daniels, and the representative who will be taking over field services.
- Mr. Daniels will conduct a walkthrough of the median with Mr. Mendoza to address the
   Board's concerns and direction on how they would like it to be maintained.
- **B.** Consideration of Steadfast Environmental, LLC Proposal #1034
- Mr. Wenck discussed the proposal. He stated Mr. Crawford informed him that a resident expressed concern regarding grasses within a section of Double Branch Creek. Further

discussion ensued and the Board requested Ms. Stewart assess whether there are any vegetation issues on the south side of Double Branch Creek, south of the bridge.

#### • C. Consideration of Steadfast Environmental, LLC Proposal #1043

• Mr. Wenck discussed the proposal. The Board expressed concern regarding the solution not including installation of a new line through the culvert.

On MOTION by Mr. Watson seconded by Mr. Rizzo, with all in favor, Steadfast Environmental, LLC Proposal #1043 to repair the aerator line for \$1,800 was approved, subject to a satisfactory response from Steadfast confirming the aerator will function optimally with this solution.

#### • D. Light Pole Damage

• The Board inquired whether the fallen light pole can be repaired. The Board noted the HOA replaced a streetlight pole within the last ten years and requested Mr. Crawford contact them to obtain a source for poles.

#### SIXTH ORDER OF BUSINESS

Manager's Report

None.

#### SEVENTH ORDER OF BUSINESS

Attorney's Report

• None.

#### NINTH ORDER OF BUSINESS

#### **Supervisors' Requests**

• A question was asked regarding proposals to repaint the streetlight poles. The Board requested the proposals from the previous agenda package be included in the next agenda package.

113 114	TENTH ORDER OF BUSINESS  There being no further business,	Adjournment
115		
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117		els seconded by Mr. Mancini with all in favor,
118	the meeting was adjourned.	5-0
119		
120		
121		
122		Ian Watson
123		Chairperson

**3B** 

# WATERCHASE Community Development District

#### **Financial Report**

December 31, 2023 (unaudited)

**Prepared by** 



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# WATERCHASE Community Development District

#### **Financial Statements**

(Unaudited)

December 31, 2023

#### Balance Sheet December 31, 2023

ACCOUNT DESCRIPTION	c	GENERAL FUND	RIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$	187,687	\$ -	\$ 187,687
Accounts Receivable		351	-	351
Due From Other Funds		-	634,683	634,683
Investments:				
Money Market Account		1,586,583	-	1,586,583
Reserve Fund		-	67,816	67,816
Revenue Fund		-	213,148	213,148
Utility Deposits - TECO		503	-	503
TOTAL ASSETS	\$	1,775,124	\$ 915,647	\$ 2,690,771
<u>LIABILITIES</u>				
Accounts Payable	\$	39,354	\$ -	\$ 39,354
Accrued Expenses		1,720	-	1,720
Due To Other Funds		634,683	-	634,683
TOTAL LIABILITIES		675,757	-	675,757
FUND BALANCES				
Nonspendable:				
Deposits		503	-	503
Restricted for:				
Debt Service		_	915,647	915,647
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:		302,684	-	302,684
TOTAL FUND BALANCES	\$	1,099,052	\$ 915,647	\$ 2,015,014
TOTAL LIABILITIES & FUND BALANCES	\$	1,774,809	\$ 915,647	\$ 2,690,456

**WATERCHASE** 

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	R TO DATE	AR TO DATE ACTUAL	NANCE (\$) /(UNFAV)
REVENUES					
Interest - Investments	\$	20,000	\$ 5,000	\$ 10,804	\$ 5,804
Special Assmnts- Tax Collector		369,159	258,411	334,839	76,428
Special Assmnts- Discounts		(14,766)	(10,336)	(13,375)	(3,039)
TOTAL REVENUES		374,393	253,075	332,268	79,193
EXPENDITURES					
<u>Administration</u>					
P/R-Board of Supervisors		24,000	6,000	7,000	(1,000)
FICA Taxes		1,836	459	536	(77)
ProfServ-Arbitrage Rebate		600	600	-	600
ProfServ-Dissemination Agent		1,000	1,000	1,000	-
ProfServ-Engineering		20,000	5,000	8,369	(3,369)
ProfServ-Legal Services		9,000	2,250	4,711	(2,461)
ProfServ-Mgmt Consulting		65,034	16,259	16,259	-
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	250	17	233
Auditing Services		5,200	500	-	500
Website Compliance		2,629	2,629	1,822	807
Postage and Freight		350	87	25	62
Insurance - General Liability		7,040	7,040	6,656	384
Printing and Binding		55	55	-	55
Legal Advertising		3,500	875	540	335
Misc-Bank Charges		100	25	-	25
Misc-Assessment Collection Cost		7,383	5,168	6,429	(1,261)
Misc-Contingency		2,950	738	47	691
Office Supplies		1,000	250	-	250
Annual District Filing Fee		175	 175	 175	 
Total Administration		166,189	62,697	62,947	(250)

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	AR TO DATE BUDGET	AR TO DATE ACTUAL	NCE (\$) JNFAV)
Field Field					
Field Services		8,000	2,000	2,000	-
Contracts-Wetland Mitigation		12,000	3,000	3,000	-
Contracts-Lakes		20,640	5,160	4,680	480
Contracts-Canal Maint/Cleaning		10,000	2,500	-	2,500
Contracts-Aquatic Midge Mgmt		15,000	3,750	-	3,750
Contracts-RTR Landscaping		7,986	1,997	1,996	1
Electricity - Streetlights		28,000	7,000	9,551	(2,551)
Electricity - Fountain		2,000	500	805	(305)
R&M-Fountain		5,083	1,271	-	1,271
R&M-Irrigation		1,750	438	-	438
R&M-Lake		11,958	2,990	-	2,990
R&M-Streetlights		20,000	5,000	7,721	(2,721)
Invasive Plant Removal		8,000	2,000	-	2,000
Aerators - R&M		5,000	1,250	2,375	(1,125)
Misc-Interlocal Agreement		6,930	6,930	6,930	-
Misc-Contingency		45,856	11,464	 	11,464
Total Field		208,203	 57,250	 39,058	 18,192
TOTAL EXPENDITURES		374,392	119,947	102,005	17,942
Excess (deficiency) of revenues					
Over (under) expenditures			133,128	 230,263	97,135
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance		-	-	-	-
TOTAL FINANCING SOURCES (USES)		-	-	-	-
Net change in fund balance	\$	-	\$ 133,128	\$ 230,263	\$ 97,135
FUND BALANCE, BEGINNING (OCT 1, 2023)		868,789	868,789	868,789	
FUND BALANCE, ENDING	\$	868,789	\$ 1,001,917	\$ 1,099,052	

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)
REVENUES					
Interest - Investments	\$	200	\$ 50	\$ 4,438	\$ 4,388
Special Assmnts- Tax Collector		737,129	515,990	668,598	152,608
Special Assmnts- Discounts		(29,485)	(20,640)	(26,707)	(6,067)
TOTAL REVENUES		707,844	495,400	646,329	150,929
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessment Collection Cost		14,743	10,320	12,838	(2,518)
Total Administration		14,743	10,320	 12,838	(2,518)
Debt Service					
Principal Debt Retirement		521,000	-	-	-
Interest Expense		164,982	82,491	 82,491	 -
Total Debt Service		685,982	 82,491	 82,491	
TOTAL EXPENDITURES		700,725	92,811	95,329	(2,518)
Excess (deficiency) of revenues					
Over (under) expenditures		7,119	402,589	551,000	148,411
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance		7,119	-	-	-
TOTAL FINANCING SOURCES (USES)		7,119	-	-	-
Net change in fund balance	\$	7,119	\$ 402,589	\$ 551,000	\$ 148,411
FUND BALANCE, BEGINNING (OCT 1, 2023)		364,647	364,647	364,647	 
FUND BALANCE, ENDING	\$	371,766	\$ 767,236	\$ 915,647	

# WATERCHASE Community Development District

# **Supporting Schedules**

December 31, 2023

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#### Non-Ad Valorem Special Assessments (Hillsborough County Tax Collector - Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2024

										Allocation	า By	Fund
Date Received		Net Amt Rcvd	_	Discount / Penalties) Amount		Tax Coll Cost		Gross Amount Received	G	eneral Fund	D	ebt Service Fund
Assmnts Levied Allocation %								\$1,106,288 100%		\$369,159 33%		\$737,129 67%
11/07/23	\$	15,274	\$	771	\$	312	\$	16,357	\$	5,458	\$	10,899
11/16/23 11/21/23	\$ \$	134,565 70,389	\$ \$	5,721 2,993	\$ \$	2,746 1.437	\$ \$	143,033 74,818	\$	47,729 24,966	\$ \$	95,304 49,852
12/06/23	\$	570,084	\$	24,238	\$	11,634	Ψ \$	605,956	\$	202,203	\$	49,032
12/06/23	\$	123,325	\$	5,223	\$	2,517	\$	131,065	\$	43,735	\$	87,330
12/15/23 <b>TOTAL</b>	\$ <b>\$</b>	30,451 <b>944,088</b>	\$ <b>\$</b>	1,136 <b>40,082</b>	\$ <b>\$</b>	621 <b>19,267</b>	<u>\$</u>	32,208 <b>1,003,437</b>	\$ <b>\$</b>	10,747 <b>334,839</b>	\$ <b>\$</b>	21,460 <b>668,598</b>
% COLLECTED	•			-,				91%		91%	•	91%
TOTAL								102,851		34,320		68,530

#### **Cash and Investment Report**

December 31, 2023

Gen	eral	Fun	h

Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Acct - Operating	SouthState	Public Funds Checking	n/a	0.00%	\$ 187,687
Money Market Account	BankUnited	Business MMA	n/a	5.45%	\$ 1,586,583
				GF Subtotal	\$ 1,774,270
Debt Service Fund					
Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2017 Reserve Fund	US Bank	US Bank Open End CP	05/01/32	5.25%	\$ 67,816
Series 2017 Revenue Fund	US Bank	US Bank Open End CP	05/01/32	5.25%	\$ 213,148
				DS Subtotal	\$ 280,964
				Total	\$ 2,055,234

#### **Waterchase CDD**

Bank Reconciliation

**Bank Account No.** 5719 Southstate Bank GF

 Statement No.
 12-23

 Statement Date
 12/29/2023

188,778.07	Statement Balance	187,687.10	G/L Balance (LCY)
157.63	Outstanding Deposits	187,687.10	G/L Balance
		0.00	Positive Adjustments
188,935.70	Subtotal		_
1,248.60	Outstanding Checks	187,687.10	Subtotal
0.00	Differences	0.00	Negative Adjustments
			<del>-</del>
187,687.10	Ending Balance	187,687.10	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference	
Outstanding Checks							
12/21/2023	Payment	002602	IAN WATSON	369.40	0.00	369.40	
12/27/2023	Payment	002605	COMPLETE IT	89.70	0.00	89.70	
12/27/2023	Payment	002606	STEADFAST ENVIRONMENTAL	250.00	0.00	250.00	
12/27/2023	Payment	002607	TIMES PUBLISHING COMPANY	539.50	0.00	539.50	
Tota	l Outstanding	Checks		1,248.60		1,248.60	

#### **WATERCHASE COMMUNITY DEVELOPMENT DISTRICT**

#### **Payment Register by Bank Account**

For the Period from 12/1/23 to 12/31/23 (Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
SOUTHST	SOUTHSTATE BANK GF - (ACCT#XXXXX5719)							
<b>CHECK # 00</b> 12/05/23		IAN WATSON	PAYROLL	December 05, 2023 Payroll Posting		Check Total	\$184.70 \$184.70	
CHECK # 00 12/05/23		MICHAEL W. ACHESON	PAYROLL	December 05, 2023 Payroll Posting		Check Total	\$184.70 \$184.70	
CHECK # 00 12/05/23	<b>2596</b> Vendor	COMPLETE IT	12099		Services fees for Audit	001-534397-51301 Check Total	\$89.70 \$89.70	
CHECK # 00 12/05/23	<b>2597</b> Vendor	FULLER ELECTRICAL CONTRACTORS	13620	Streetlight Maintenance	R&M-Streetlights	001-546095-53901 Check Total	\$787.55 \$787.55	
CHECK # 00 12/12/23	<b>2598</b> Vendor	FULLER ELECTRICAL CONTRACTORS	12458		R&M-Streetlights	001-546095-53901 Check Total	\$4,237.04 \$4,237.04	
CHECK # 00 12/12/23	<b>2599</b> Vendor	STEADFAST ENVIRONMENTAL	SE-23316	FOUNTAIN REPAIR	Aerators-R&M	001-546700-53901 Check Total	\$105.00 \$105.00	
CHECK # 00 12/15/23 12/15/23 12/15/23 12/15/23 12/15/23 12/15/23	Vendor Vendor Vendor Vendor Vendor Vendor	INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC	104881 104881 105042 105042 105454 105454	OCT 2023 VARIABLE CHARGES OCT 2023 VARIABLE CHARGES NOV 2023 VARIABLE CHARGES NOV 2023 VARIABLE CHARGES	Field Operations fees for NOV 2023 Administrative fees for NOV 2023 POSTAGE OCT 2023 DISSEMINATION SVCS OCT 2023 WEB DOMAIN HOSTING NOV 23 POSTAGE NOV 2023	001-531122-53901 001-531027-51201 001-541006-51301 001-531012-51301 001-531047-51301 001-541006-51301 Check Total	\$666.67 \$5,419.50 \$7.56 \$1,000.00 \$17.24 \$13.86	
CHECK # 00 12/15/23	Vendor	YELLOWSTONE LANDSCAPING	TM 632326	DEC 2023 LANDSCAPE MAINT	Monthly Maint.	001-534346-53901 Check Total	\$665.50 \$665.50	

# WATERCHASE COMMUNITY DEVELOPMENT DISTRICT

#### **Payment Register by Bank Account**

For the Period from 12/1/23 to 12/31/23 (Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 00 12/21/23		IAN WATSON	PAYROLL	December 21, 2023 Payroll Posting		Check Total	\$369.40 \$369.40
CHECK # 00 12/21/23		MICHAEL W. ACHESON	PAYROLL	December 21, 2023 Payroll Posting		Check Total	\$369.40 \$369.40
CHECK # 00 12/26/23		VOID		***Voided Voided****		Check Total	\$0.00 \$0.00
CHECK # 00 12/27/23	<b>Vendor</b>	COMPLETE IT	12308	CDD/HOA GOOGLE EMAIL ACCT	Services fees for Audit	001-534397-51301 Check Total	\$89.70 \$89.70
CHECK # 00 12/27/23	Vendor	STEADFAST ENVIRONMENTAL	SE-23335	POND AERATOR REPAIRS - PONDS 12&11	Aerators-R&M	001-546700-53901 Check Total	\$250.00 \$250.00
CHECK # 00 12/27/23	Vendor	TIMES PUBLISHING COMPANY	46538-113023	NOTICE OF MEETING SCHEDULE FY24	Legal Advertising	001-548002-51301 Check Total	\$539.50 \$539.50
ACH #DD32 12/05/23	Employee	SALVATORE MANCINI	PAYROLL	December 05, 2023 Payroll Posting		ACH Total	\$184.70 \$184.70
ACH #DD32 12/05/23	Employee	GEORGE A DANIELS, JR	PAYROLL	December 05, 2023 Payroll Posting		ACH Total	\$184.70 \$184.70
ACH #DD32 12/05/23	Employee	CHRISTOPHER J. RIZZO	PAYROLL	December 05, 2023 Payroll Posting		ACH Total	\$184.70 \$184.70
ACH #DD33 12/21/23	Employee	SALVATORE MANCINI	PAYROLL	December 21, 2023 Payroll Posting		ACH Total	\$369.40 \$369.40
ACH #DD33 12/21/23		GEORGE A DANIELS, JR	PAYROLL	December 21, 2023 Payroll Posting		ACH Total	\$369.40 \$369.40

#### **WATERCHASE COMMUNITY DEVELOPMENT DISTRICT**

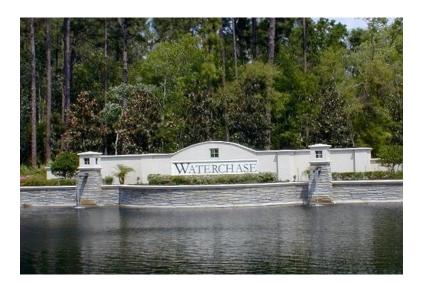
#### **Payment Register by Bank Account**

For the Period from 12/1/23 to 12/31/23 (Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account#	Amount Paid
ACH #DD333 12/21/23		CHRISTOPHER J. RIZZO	PAYROLL	December 21, 2023 Payroll Posting		ACH Total	\$369.40 \$369.40
ACH #DD334 12/20/23 12/20/23	Vendor Vendor	TAMPA ELECTRIC TAMPA ELECTRIC	112923 ACH 112923 ACH	SVC PRD 10/24/23-11/21/23 SVC PRD 10/24/23-11/21/23	Electricity - Streetlighting Electricity - Fountain	001-543013-53901 001-543036-53901 <i>ACH Total</i> Account Total	

# **Fourth Order of Business**





# Waterchase CDD Aquatics

#### **Inspection Date:**

1/31/2024 10:00 AM

#### Prepared by:

Niklas Hopkins

Account Manager

STEADFAST OFFICE: WWW.STEADFASTENV.COM 813-836-7940

#### **SITE:** 13

Condition: Excellent <a href="Good Poor Mixed Condition Improving">Great</a> Good Poor Mixed Condition Improving





#### Comments:

This pond is in great condition. Only thing to note was minor amounts of Slender Spikerush growing along the perimeter around the beneficial vegetation. Besides that, beneficials look to be in healthy condition. Technician will target this nuisance growth during future maintenance events.

WATER: X Clear Turbid Tannic
ALGAE: X N/A Subsurface Filamentous Surface Filamentous
Planktonic Cyanobacteria
GRASSES: N/A X Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla ★Slender Spikerush Other:

#### **SITE:** 14

Condition: Excellent \( \sqrt{Great} \) Good Poor Mixed Condition Improving





Hydrilla

#### Comments:

There is a minor amount of surface filamentous around parts of the pond's shoreline. The beneficial gulfcoast spikerush was in great health, within this vegetation there was minor amounts of duckweed, torpedo grass, and pennywort. Our technician will work to eradicate during the upcoming treatment.

WATER:	<b>X</b> Clear	Turbid	Tannic					
ALGAE:	N/A	Subsurface Filamentous		<b>X</b> Surface Filamentous				
		Planktoni	C	Cyanobacteria				
GRASSES:	N/A	<b>X</b> Minimal	Moderate	Substantial				
NUISANCE SPECIES OBSERVED:								
★ Torpedo G	irass 🔀	Pennywort	Babytears	Chara				

Other: Duckweed

Slender Spikerush

#### **SITE:** 15+20

Condition: Excellent √Great Good Poor Mixed Condition **Improving** 





#### Comments:

Pond 15: In the areas absent of water some torpedo grass was observed. The pond has a variety of beneficials such as gulfcoast spikerush, lilies, and golden canna, which were all in good health. Our technician will treat for the nuisance vegetation during the next visit.

Pond 20: Lots of beneficial gulfcoast spikerush in a healthy state. Within the gulfcoast spikerush some torpedo grass was emerging through that will be addressed during future maintenance events.

WATER: X Clear Turbid Tannic ALGAE:  $\times$  N/A Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria Substantial GRASSES: X Minimal Moderate

**NUISANCE SPECIES OBSERVED:** 

Chara **X**Torpedo Grass Pennywort Babytears Hydrilla

Slender Spikerush Other:

#### **SITE: 16**

Condition: Excellent <a href="#">Great</a> Good Poor 





#### Comments:

This pond is in great condition. Very minor amounts of duckweed observed on parts of the shoreline. Our technician will be sure to treat in the upcoming visit. The cattails have been sprayed and are actively decaying. This will help prevent them from expanding and taking control of the pond. Routine maintenance and monitoring will occur here.

**X** Clear Turbid WATER: Tannic ALGAE: Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria **GRASSES:** N/A X Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Babytears Chara Pennywort Hydrilla Slender Spikerush X Other: Duckweed

#### **SITE: 17**

Condition: Excellent Great <a href="Good Poor Mixed Condition Improving">Good Poor Mixed Condition Improving</a>





#### Comments:

Torpedo Grass and Duckweed are present in moderate amounts along the shoreline and mixed in with the beneficial gulf coast spikerush. No major algae growth observed. Technician will target these nuisance species during the next maintenance event.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: N/A Minimal X Moderate Substantial

**NUISANCE SPECIES OBSERVED:** 

X Torpedo GrassPennywortBabytearsCharaHydrillaSlender SpikerushX Other: Duckweed

#### **SITE:** 18

Condition: 

Excellent Great Good Poor Mixed Condition Improving





#### Comments:

This pond is in excellent condition. No nuisance vegetation or algal growth observed. Beneficial gulfcoast spikerush is in a healthy state. Routine maintenance and monitoring will occur here.

WATER: 

ALGAE: 

N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: 

N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other: Chara

#### **SITE:** 19

Condition: Excellent <a href="Good Poor Mixed Condition">Great</a> Good Poor Mixed Condition <a href="Good Poor Mixed Condition">Improving</a>





#### Comments:

Minor amounts of trash around the pond, 2-3 feet into the water that our technician will address during the next treatment. Within the beneficial vegetation there was some torpedo grass emerging through, some of which did appear to be decaying from previous treatment. Our technician will treat accordingly during the next visit.

Aerator is functional.

WATER: X Clear Turbid Tannic ALGAE:  $\times$  N/A Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria **X** Minimal Substantial GRASSES: N/A Moderate **NUISANCE SPECIES OBSERVED:** 

Babytears

Other:

Pennywort

Slender Spikerush

Chara

#### **SITE:** 21

Condition: Excellent \( \sqrt{Great} \) Good Poor Mixed Condition Improving





**X**Torpedo Grass

Hydrilla

#### Comments:

No algae was present. Nuisance grasses were present around the perimeter in minor amounts. Did observe a lot of tennis balls as well as a few water bottles 5-6 feet into the pond. Our technician will try to collect as much of this trash during the upcoming treatment and will treat the grasses accordingly.

WATER: X		Tannic	C ( Fil .						
ALGAE: X	N/A Subsurta	ace Filamentous	Surface Filamentous						
	Plankto	nic	Cyanobacteria						
GRASSES:	N/A <b>X</b> Minimal	Moderate	Substantial						
NUISANCE SPECIES OBSERVED:									
<b>★</b> Torpedo Grass	Pennywort	Babytears	Chara						
Hydrilla 🗙	Slender Spikerush	Other:							

#### **SITE: 22**

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





#### Comments:

Some nuisance grasses were present along the shoreline within the water, as well as minor amounts of algae. Routine maintenance and monitoring will occur here.

WATER: X Clear Turbid Tannic

ALGAE: N/A X Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: N/A X Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

★Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

#### **SITE:** 24

Condition: Excellent √Great Good Poor Mixed Condition Improving





#### Comments:

No major algae growth. Only thing to note was some torpedo grass growth along the shoreline. Access is difficult on this pond as well, limiting our technician to only the backpack. We will continue to treat as much as we can on this pond.

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

#### **MANAGEMENT SUMMARY**













With February almost here, temperatures continue to fluctuate between warm and cold. Mornings and night temperatures are still relatively cool (50-60), and daytime temperatures range from being a normal warm Florida day to a chilly, cloudy day. The growth rate for both algae and nuisance plants are still slower than usual as a result of the weather, giving technicians the ability to make headway in more overgrown areas. Rainfall events have been few and far between, and with only the occasional isolated event; the water levels of most ponds has decreased as a result of the recent weather. Decreased rainfall provides assistance in the growth of algae, as well as decreased nighttime temperatures extending the time it takes for treated algae to decay (beyond the usual 7-10 day period).

On this visit, nearly all ponds noted were in great condition. Algae was present in minor amounts in some ponds. Nuisance grasses are also still present in moderate amounts along the shorelines and within the beneficial vegetation and will continue to be routinely treated. Some forms of vegetation that are present in the ponds are dormant due to the recent decreased temperatures. Technicians will continue to monitor and treat any new growth that pops up.

#### **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

Monday, January 22, 2024

**Prepared For Board Of Supervisors** 

15 Issues Identified





Issue 1

Assigned To Yellowstone

Racetrack Road Median -Yellowstone will provide proposal to rejuvenate rocks.

Annuals look good.



Assigned To Yellowstone
Racetrack Road Median Please remove sod creeping

into mulch bed.



**Issue 3**Assigned To Yellowstone

Racetrack Road Median -Please remove dead plant material next visit. Make sure shrubs are trimmed accordingly.



Issue 4

Assigned To Yellowstone

Racetrack Road Median-Yellowstone will provide Proposal for dead pines.

Yellowstone will be observing all pines on Racetrack Median for disease.



Issue 5
Assigned To Davey
Racetrack Road Median Trees have been removed
when will sod be installed?



Issue 6
Assigned To Steadfast
Pond 3- looks good no visible
algae present.



Issue 7
Assigned To Yellowstone

Racetrack Road Median -Yellowstone will provide proposal to remove Japanese Blueberry trees.



Issue 8
Assigned To Yellowstone
Racetrack Road Median Please treat weeds each visit.



Issue 9
Assigned To Yellowstone
Racetrack Road Median Please treat weeds each visit.



Issue 10
Assigned To Steadfast
Pond 1 - looks good, minor
trash visible.



Issue 11
Assigned To Steadfast
Pond 2- looks good , no algae
visible.



Issue 12
Assigned To Steadfast
Pond 21 - Fountain is down.
Steadfast is working on repairs.

Please remove trash / tennis balls from pond.



Assigned To Steadfast
14725 Waterchase Blvd-

14725 Waterchase Blvd-Resident reported pond crew drove through his yard causing damages.



Issue 14
Assigned To Fuller Electric
11913 Meridian Point Drive Sod was replaced from
rewiring light pole 180.



**Issue 15**Assigned To Stantec
Engineering

Pond 16- Tonja will observe ponds overall health per board request. Noted two trees that have fallen in the wetland since last visit.

From: Kevin Riemensperger

To: <u>Chavez, Jessenia; semendonza@yellowstonelandscape.com</u>

 Cc:
 Crawford, Brenden; Satterwhite, Kerry

 Subject:
 Re: Waterchase CDD - Field Inspection

 Date:
 Wednesday, January 24, 2024 3:22:19 PM

Attachments: <u>image001.png</u>

**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Issues noted. I'll have the technician alert for debris (and tennis balls) on our next visit, and we'll have a crew out to perform repairs on the ruts.

#### **Kevin Riemensperger** | Aquatics Director

#### Steadfast Environmental, LLC

Cell: <u>(352) 424-8103</u> Office: <u>(844) 347-0702</u>

30349 Commerce Drive | San Antonio, FI | 33576

http://www.steadfastenv.com/

Image



From: Chavez, Jessenia < Jessenia. Chavez@inframark.com>

Sent: Wednesday, January 24, 2024 11:42:13 AM

**To:** semendonza@yellowstonelandscape.com <semendonza@yellowstonelandscape.com>; Kevin Riemensperger <kevinr@steadfastalliance.com>

**Cc:** Crawford, Brenden < Brenden.Crawford@inframark.com>; Satterwhite, Kerry

<Kerry.Satterwhite@inframark.com>

Subject: FW: Waterchase CDD - Field Inspection

#### Good morning.

My name is Jessenia. I am the field admin. Attached is the Waterchase field inspection. Please provide your responses within 5 days.

Jessenia Chavez | Administrative Assistant II



313 Campus Street | Celebration FL 34747 **(O)** 407.566. 1935 | <u>www.inframarkims.com</u>

From: Nicholas Pizza

Crawford, Brenden; Chavez, Jessenia To:

Cc: Stewart, Tonja

Subject: Re: Waterchase CDD - Field Inspection Date: Wednesday, January 24, 2024 11:57:29 AM

Attachments: image001.png

> WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Hello, sod will be installed this week. Thanks

Nicholas Pizza TRAQ, CTSP, PMT ISA Certified Arborist FL-9871A Tree Manager / Sales Arborist Davey Tree Expert Co | Tampa

From: Crawford, Brenden < Brenden. Crawford@inframark.com >

**Sent:** Wednesday, January 24, 2024 11:45:00 AM

**To:** Chavez, Jessenia < Jessenia. Chavez@inframark.com>

Cc: Stewart, Tonja <Tonja.Stewart@stantec.com>; Nicholas Pizza <Nicholas.Pizza@davey.com>

Subject: FW: Waterchase CDD - Field Inspection

Please see below, thank you!

Best regards,

#### **Brenden Crawford** | Field Supervisor

501 S. Falkenburg Rd, Unit C-3 | Tampa, FL 33619

(M) (813)-809-0912 | https://inframarkims.com/what-we-do/florida-maintenance-services/

Please note: Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure. Please do not reply "to all".



Go Green: Please do not print this e-mail unless you really need to!

From: Chavez, Jessenia < Jessenia. Chavez@inframark.com>

Sent: Wednesday, January 24, 2024 11:42 AM

**To:** semendonza@yellowstonelandscape.com; kevinr@steadfastalliance.com **Cc:** Crawford, Brenden <Brenden.Crawford@inframark.com>; Satterwhite, Kerry

<Kerry.Satterwhite@inframark.com>

**Subject:** FW: Waterchase CDD - Field Inspection

#### Good morning.

My name is Jessenia. I am the field admin. Attached is the Waterchase field inspection. Please provide your responses within 5 days.

#### Jessenia Chavez | Administrative Assistant II



313 Campus Street | Celebration FL 34747 **(O)** 407.566. 1935 | <u>www.inframarkims.com</u>

## 5Ai.

# L&T Brothers, Inc. DBA Lowes Commercial Painting "Need the pros call Lowe's"

Waterchase June 27, 2023

14401 Waterchase Blvd. Tampa, FL 33626 Brenden Crawford-brenden.crawford@inframark.com

#### Work to be done to exterior metal

#### 1. Surface preparation-

All metal surfaces will be washed free of dirt and debris. All metal cleaned will then be inspected for rust or loose paint. All areas of rust will be scraped, sanded and spot primed as needed with PPG rust inhibitive primer.

#### 2. Finish paint application-

Once primed areas dry thoroughly one coat of PPG Pitt Tech Plus DTM finish coat will be applied. All finish paints will be applied evenly with a spray like finish assuring no brush marks or sags.

#### Metal surfaces included to be painted-

1. Light poles

All metal areas not mentioned in the included/optional surfaces will be excluded from the proposed work

Factory finished items will be excluded unless proposal arrangements are made

Rust is a reoccurring problem that cannot be fully corrected by painting procedures nor paint product. It is or goal in prep and application of product to retain rust the best we can. In any circumstance, there may be no warranty applied to reoccurring rusted areas.

# L&T Brothers, Inc. DBA Lowes Commercial Painting

"Need the pros call Lowe's"

Waterchase June 27, 2023

14401 Waterchase Blvd. Tampa, FL 33626 Brenden Crawford-<u>brenden.crawford@inframark.com</u>

#### **Conditions and terms of contract:**

This proposal has been offered on behalf of Lowe's Commercial Painting and will be carried out by Lowe's Commercial Painting employees. Start dates for all projects will be predetermined and finish dates will be posted prior to determined start date. Payment terms will be predetermined based on project financing.

There will be a Two-year labor and material guarantee against chipping, flaking, cracking, and peeling on metal due to faulty workmanship and/or materials.

This warranty applies only to the products and application procedures performed/provided by Lowes Commercial Painting and is limited based on previous conditions such as moisture levels, sun exposure, previous coating failure or excessive traffic.

#### **Payment terms of contract:**

Lowe's Commercial Painting proposes to furnish all labor, material and equipment required in meeting the above-mentioned specifications:

\_\_\_\_ Main Bid-Pressure washing, prepping, priming and painting of 267 Light poles

For the sum of \$195.00 per light pole

#### **Total price-\$52,065.00**

#### Revisions to specification, scheme or scope will alter the price of the bid Scott Angell-scott@lowescommercialpainting.com

Please reviews, initial accepted options and contact our office for the Final Contract if the job specifications mentioned above are satisfactory and acceptable. Any unsigned contract will be void after (90) days.

Pinellas License # C8665 – Hillsborough License # PA2882

2

## 5Aii.

# WaterChase CDD

Light Pole Painting Proposal

Provided by:

**Edward Staff** 

**Pressure Points** 

31352 Darby Road

City, FL 33525

edward staff @pressure points on line.com

www.pressure points on line.com

813-333-1709

561-676-4051

Dear Mr. Brenden Crawford,

Thank you for inviting Pressure Points to submit a proposal for Light Pole Painting at WaterChase.

Since 2010, Pressure Points Paver Sealing, has been specializing in the Cleaning, Sealing, and Restoration of pavers and hardscapes in the Tampa Bay area. By having a dedicated and professional team, we can offer our clients a great value, as well as a high level of professional, personalized service.

Our team focuses on providing owners with timely communication, easy to understand proposals as well as a detailed outline of services to be preformed. We have a host of services available so please don't hesitate to ask what else we can offer to you, your home, or your business.

Our extensive experience will help ensure that we will reduce the homeowner or business efforts of overall maintenance for anyone involved in that property. We pride ourselves exceptional service, and we can provide to our clients references upon request.

The following proposal was developed based on the conversations our team had with the homeowner or property manager. This proposal will serve as a guiding point for further discussion and can be modified at any time.

Regards,

**Edward Staff** 

**Owner** 

# **Edward Staff**

## **Edward Staff**

**MANAGING PARTNER** 

Pressure Points was founded by Edward on the promise that no matter what services were being offered and provided, the highest quality of workmanship and professionalism would be expected.

Edward has managed a wide variety of projects over the years ranging from Paver Restorations, Large commercial Projects, Residential Projects, HOA Contracts and even Government Contracts. His dedication to success and customer satisfaction has helped Edward to earn his the respect of not only his customers, but his peers as well. Edward is a Certified National Trainer for Seal N Lock Paver Sealing Systems and has personally trained over 700 contractors worldwide on the proper and professional way to incorporate Paver Sealing into their businesses.



## Mike Baker

## Mike Baker

**PROJECT MANAGER** 

One of Pressure Points top managers, Mike has worked with Pressure Points for more then 5 years. Mike is a Certified National Trainer for Seal N Lock Paver Sealing Systems, and has successfully trained over 200 contractors on the proper way to seal pavers.

Mike has been our trusted foreman and lead manager since early 2014. Mike has a background in residential and commercial painting and fabricating, and quickly rose the ranks and has become our number one employee and manager. Mike has been an invaluable member of the Pressure Points team and vital to our continued success. Mike has also achieved the status of Certified Trainer for Seal N Lock, Paver Sealing Systems. Chances are if you do business with Pressure Points in any capacity, Mike will be there to either supervise the project, or help work on the project himself. Mike is a trusted employee and strives for honesty and integrity in everything he does.



## **Al Cottral**

## **Al Cottral**

**OPERATIONS MANAGER** 

One of Pressure Points most important functioning parts is the daily operations, and its conductor, Al Cottral.

Allen ("Al") Cottral, our VP & Director of Operations, is a semi-retired, former small business owner/operator and senior corporate financial executive seasoned with 45 years of experience in many different business arenas. His experience entails business planning, financial management, analysis and financing, as well as legal and administrative functions and analysis.

Al's primary responsibilities at Pressure Points, Inc. involve assisting its President and Owner, Edward Staff, in any way Edward requires to carry out the goals, objectives and mission of this growing and expanding small business. Al is highly experienced in dealing with internal staff and client personnel relations while implementing the daily operations of this small business.



## Services to be Included

#### Work to be done to exterior metal

#### 1. Surface preparation-

All metal surfaces will be washed free of dirt and debris. All metal cleaned will then be inspected for rust or loose paint. All areas of rust will be scraped, sanded and spot primed with PPG Rust Inhibitive Primer as needed.

#### 2. Finish paint application-

Once primed areas dry thoroughly one coat of **PPG Pitt Tech Plus DTM** finish coat will be applied. All finish paints will be applied evenly with a spray like finish assuring no brush marks or sags.

Warranty is 1 year Materials & Labor from job completion date.

\*Please note we may need to leave equipment on site such as Lifts, Trailers, and other site prep equipment. Details can be ironed out closer to project kick off date.

Description	Price	Qty	Subtotal
Light Pole Cleaning & Painting (WaterChase CDD Poles Only)  *Pressure Wash Surface to Remove any Foreign Debris  *Sandblast, Hand Sand, Pressure Wash Loose Flaking Paint (Bases are the worst areas)  *Spot Prime with PPG -Rust Inhibitive Primer  *Repaint Poles with Suggested Paint PPG Pitt Tech Plus DTM (will color match to current color)	\$185	267	\$49,395
SUBTOTAL			\$49,395
INFRAMARK DISCOUNT (%) 15			-\$7,409.25
TOTAL			\$41,985.75
TOTAL SAVINGS			\$7,409.25





## 5Aiii.





Certified Services Facility Cleaning and Maintenance		PROPOSAL
	DATE	
5953 Sandy Ln.	DATE:	07/18/2023
Wesley Chapel, FL. 33544	C + ID	
Phone: 813-907-7600	Customer ID:	Waterchase CDD
Email: john@certified.services		
Website: www.certified.services		
Submitted TO:		
Brenden Crawford		
4401 Waterchase Blvd		
Γampa, Florida 33626		
orenden.crawford@inframark.com		
813)-809-0912	TAXED	AMOUNT
<ul> <li>Work to be done to exterior metal on 267 light poles:</li> <li>1. Surface preparation - All metal surfaces will be pressure washed free of dirt and debris. All metal cleaned will then be inspected for rust or loose paint. All areas of rust will be scraped, sanded and spot primed as needed.</li> <li>2. Finish paint application - Once primed areas dry thoroughly one coat of Rust-Oleum Hammered Brown finish coat will be applied. All finish paints will be applied evenly with a spray like finish assuring no brush marks or sags.</li> </ul>		
	Subtotal	\$29,963.00
	Tax	\$0.00
	1 4 X	φ0.00
OTHER COMMENTS		
If you have any questions, please contact:	Total	\$29,963.00

Thank You For Your Business!	Certified Services

## **5B**



## Agenda Page 62 Proposal

**Arborist Aboard Inc** 

8611 Vivian Bass Way Odessa, FL 33556 813-920-4410

#### Waterchase CDD c/o Inframark 20240129

Monday, January 29, 2024

Waterchase CDD c/o Inframark

2654 Cypress Ridge Blvd Wesley Chapel, FL 33544 **Mobile**: 813-426-4916 Salesperson:

Worksite: Waterchase CDD

14401 Waterchase Blvd Tampa, FL 33626

#	Item	Description	Qty	Cost
1	Washingtonia	Tree Removal	1	\$2,000.00
		14712 Waterchase Blvd -Remove Washingtonia leaning over resident property - backyard -Tree has limited access and will have to be climbed -Resident should expect possible landscape damage to below Palms and Philodendron - Not extreme -Resident fence already has significant damage and is unstable due rusted parts -No stump grind needed	i	
2	Arborist	Arborist Services	1	\$350.00
		ISA TRAQ (Tree Risk Assessment Qualification) report for above tree		
			Subtotal:	\$2,350.00
			Subtotal: Tax:	\$2,350.00 \$0.00

## **Terms and Conditions**

#### • Contractor's Responsibility

#### Performance by Company:

Arborist Aboard Inc (hereafter "AAI") shall recognize and perform in accordance with written terms and specifications, contained or referred herein. AAI reserves the right to amend the contract when price or scope of work is affected by changes to any local, state, or federal law regulation or ordinance that goes into effect after contract is accepted by client.

- I. All contracts not accepted within 45 days are subject to review.
- II. THIS CONTRACT IS NOT A TREE EVALUATION UNLESS OTHERWISE STATED HEREIN.

#### Scheduling:

- I. Upon contract approval, you will be contacted by AAI to arrange scheduling.
- II. Due to weather delays and unforeseen incidents, scheduled dates are tentative and are subject to change. A reschedule does not constitute a breach of contract and every effort will be made to reschedule at the next available date for client.

#### Workmanship:

AAI crews consist of experienced arbor care professionals who are identifiable by company uniforms and proper PPE (safety equipment). Industry specific equipment with ISA Best Management Practices for arbor care standards ( ISA BMP's ) and ANSI Z133 safety protocols are implemented and followed to complete every job.

#### Insurance:

AAI carries and agrees to maintain general liability insurance with umbrella policy, workers' compensation insurance and automotive liability insurance. Current limits are subject to change and client will be notified if coverage rates are reduced (\$1M general liability with \$2M excess umbrella liability, \$1M workers' compensation and \$1M automotive liability). All coverages will be provided at time of contract proposal.

#### **Licenses and Permits:**

AAI carries and agrees to maintain all applicable licenses required by state and local law. AAI will comply with all local, state and federal laws and file all necessary permit applications for tree removal and pruning, where applicable.

I. Work will not commence until AAI has procured approved permits for protected trees.

#### Liability:

It is understood and agreed that AAI is not liable for any damage or loss of any kind that is not caused by the negligence of AAI, its agents or employees, including but not limited to:

- I. Underground utilities not communicated or clearly marked, which include but are not limited to: irrigation components; electrical services; ISP lines; drain lines; septic tanks; drain fields; natural gas/propane; water lines.
  - II. Poor cultural practices and duty of care by client that lead to subpar environmental conditions and tree decline.
  - III. Weather events that include but are not limited to: drought; flooding; storm or wind damage.

#### Client responsibility

#### **Jobsite Access:**

- I. Residential site day of service: The client shall have all access points unlocked, vehicles and personal affects clear of work and access areas. Any delays incurred by AAI due to the client not having work or access areas cleared and/or unlocked, will result in chargebacks to the client at the hourly rate for the crew and equipment onsite, including drive time to and from the site if a return service is needed. Hourly rates will be generated from preset pricing in company operating system that was used for contract pricing for crew and equipment onsite. AAI will make every good faith effort to work with client and complete scheduled work at time of service.
- II. Commercial site day of service: The client shall notify all residents/tenants of scheduled arbor care services and have them park in designated areas away from work zones. Furthermore, the client shall have residents/tenants move personal affects and ensure all access points are unlocked to allow the AAI crew(s) to move and work freely through multiple work zones, where applicable. If client fails to comply with the above and AAI incurs delays, the client will be charged back at the hourly rate for the crew and equipment onsite, including drive time to and from the site if a return trip is needed. Hourly rates will be generated from preset pricing in company operating system that was used for contract pricing for crew and equipment onsite. AAI will make every good faith effort to work with client and complete scheduled work at time of service.

Payment:

Agenda Page 64

- I. To be paid upon completion unless otherwise stated.
- II. AAI will furnish a Notice to Owner (hereafter "NTO") per Florida Statute 713.06 to protect AAI's lien rights in the event payment is not received within 40 calendar days.

#### Defects:

I. The client shall give AAI a maximum of (30) days to correct any problem or defect discovered in the performance of the work outlined under this contract.

#### Disputes

The Client and AAI respectively, bind themselves, their affiliates and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the AAI, their affiliates and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

#### Termination:

I. Either party may terminate this engagement without cause 3 days prior to service date and in writing. On termination by either party to this Contract for Services, the Client shall immediately pay AAI for the Services performed and for all expenses and other charges incurred by AAI in providing the Services up to the date in which the engagement is terminated.

If either party breaches this engagement, the non-defaulting party may terminate this engagement in the event that the defaulting party fails to remedy the breach within 7 days of the default, pending receipt of a notice from the non-defaulting party demanding that the breach be remedied. In the event of termination of this engagement by AAI under this paragraph, the Client shall immediately pay AAI for the Services performed and all expenses and other charges incurred by AAI in providing the Services up to the date in which the engagement is terminated.

#### Law and Venue:

I. AAI operates and controls its Service activities from its offices located in the County of Hillsborough in the state of Florida. This Agreement shall be governed by the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. Client hereby waives any objection to personal jurisdiction in any proceeding before such courts and consent to personal jurisdiction in such courts. The laws of Florida shall govern the validity, interpretation, construction and performance of this contract.

#### Dispute Resolution:

- I. Mediation: Disputes arising under this agreement must first be mediated by a supreme court certified circuit civil mediator in Hillsborough County, Florida. The parties agree that the mediation shall occur within ninety (90) days of the date mediation is requested by either party. The Mediator shall be agreed upon but if the parties are unwilling or unable to agree, the parties agree that a Mediator from Cary R. Singletary, P.A. shall be binding on the parties. The parties agree to abide by the Mediator's Agreement, pay Mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the "Mediation Confidentiality and Privilege Act" shall attach to any such pre-suit mediation.
- II. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce rights under this agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this agreement, the prevailing party shall be awarded reasonable attorney fees, and costs and expenses incurred.

This proposed Contract for Services is submitted in good faith and it is understood that the contents of this Contract for Services herein shall not be distributed further or used as the basis for a competing bid by any other individuals or disclosed to any third parties.

**From:** Arborist Aboard <arboristaboard@gmail.com>

Sent: Tuesday, January 30, 2024 7:34 AM

**To:** Crawford, Brenden < <u>brenden.crawford@inframark.com</u> >

**Cc:** Wenck, David <<u>david.wenck@inframark.com</u>>

Subject: Re: Arbor Care Proposal - 14712 Waterchase Blvd - Thank You

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

#### Good morning Brenden

I was thinking about your job this morning and we can remove that palm for \$1,500 if the community elects to go that route.

Thank you and have a good day!

Mark Hughes / ISA Certified Arborist FL - 5367A / TRAQ Qualified 813.920.4410 Office 813.469.0808 Cell Arboristaboard.com

On Jan 29, 2024, at 7:36 PM, <a href="mailto:arboristaboard@gmail.com">arboristaboard@gmail.com</a> wrote:

Brenden,

I did put a higher price on this due to the circumstances we discussed. I can not guarantee that there won't be some landscape damage but I can guarantee we will do our best to prevent and minimize landscape impacts. The landscape is fairly natural so it should it hide it well.

We appreciate the continued opportunities, so let me know what I can do to help with this one!

Please open and view pdf for a full job description as the link only offers an abbreviated summary.

Thank you for allowing Arborist Aboard the opportunity to earn your trust and assist with your tree care needs.

Please take a moment to review the proposal and do not hesitate to contact us regarding any questions that you may have. We look forward to hearing from you and aim to establish an ongoing relationship servicing your continued arbor care needs, with our expert team and commitment to customer service!

Please see attachment outlining our team credentials, insurance information and additional arbor care services we offer. You can find customer reviews on sites such as Google, Angie's List, BBB and be sure to check out our Facebook or Google business pages for job site photos of our team in action.

If you find our proposal acceptable, you can expedite the scheduling of your project by clicking on the 'Approve' button.

Thank you,

Mark Hughes / ISA Certified Arborist FL - 5367A / TRAQ Qualified 813.920.4410 Office 813.469.0808 Cell Arboristaboard.com

<u>View My Proposal</u><Job\_WaterchaseCDDcoInframark20240129\_ProposalFusionArboristAboard.pdf>

## **Sixth Order of Business**

**6A** 



## **Quarterly Compliance Audit Report**

## The Woodlands

**Date:** December 2023 - 4th Quarter **Prepared for:** Sandra Demarco

**Developer:** Inframark **Insurance agency:** 



### **Preparer:**

Jason Morgan - Campus Suite Compliance

ADA Website Accessibility and Florida F.S. 189.069 Requirements



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## **Compliance Audit Overview**

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

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

## **Compliance Criteria**

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in <u>Florida Statute Chapter</u> 189.069.



## **ADA Website Accessibility**

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



## Florida Statute Compliance

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

## **Audit Process**

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

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

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



### **Accessibility Grading Criteria**

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

<sup>\*</sup>Errors represent less than 5% of the page count are considered passing

<sup>\*\*</sup>Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements Result: PASSED

## **Compliance Criteria**

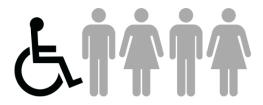
Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees,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

## Accessibility overview

### **Everyone deserves equal access.**

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

1996
of population has a disability.



Sight, hearing, physical, cognitive.

## The legal and right thing to do

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



## **ADA Compliance Categories**

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



#### Contrast and colors

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

Contract checker: <a href="http://webaim.org/resources/contrastchecker">http://webaim.org/resources/contrastchecker</a>



## Using semantics to format your HTML pages

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



#### Text alternatives for non-text content

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

Helpful article: <a href="http://webaim.org/techniques/alttext">http://webaim.org/techniques/alttext</a>



### Ability to navigate with the keyboard

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

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

Helpful article: <a href="http://webaim.org/techniques/skipnav">http://webaim.org/techniques/skipnav</a>

## Q

### Easy to navigate and find information

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

Helpful article: <a href="http://webaim.org/techniques/sitetools/">http://webaim.org/techniques/sitetools/</a>



### **Properly formatting tables**

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

Helpful article: <a href="http://webaim.org/techniques/tables/data">http://webaim.org/techniques/tables/data</a>



### **Making PDFs accessible**

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

*Helpful articles:* <a href="http://webaim.org/techniques/acrobat/acrobat">http://webaim.org/techniques/acrobat/acrobat</a>



### Making videos accessible

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

Helpful article: <a href="http://webaim.org/techniques/captions">http://webaim.org/techniques/captions</a>



### Making forms accessible

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

Helpful article: <a href="http://webaim.org/techniques/forms">http://webaim.org/techniques/forms</a>



#### **Alternate versions**

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



#### Feedback for users

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



### Other related requirements

#### No flashing

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

#### **Timers**

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

#### Fly-out menus

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

#### No pop-ups

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

## **Web Accessibility Glossary**

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