

**WATERCHASE
COMMUNITY DEVELOPMENT
DISTRICT**

NOVEMBER 10, 2020

AGENDA PACKAGE

Waterchase Community Development District

Inframark, Infrastructure Management Services

210 North University Drive Suite 702, Coral Springs, Florida 33071 Phone: 954-603-0033 Fax: 954-345-1292

November 3, 2020

Board of Supervisors
Waterchase Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterchase Community Development District is scheduled for **Tuesday, November 10, 2020 at 6:00 p.m.** at the Waterchase Clubhouse, 14401 Waterchase Boulevard, Tampa, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Discussion of Pond/Canal**
- 4. Consent Agenda**
 - A.** Approval of the Minutes of the October 13, 2020 Meeting
 - B.** Financial Report
 - C.** Motion to Assign Fund Balance
 - D.** Resolution 2021-01 Budget Amendment, Amending Waterchase Community Development District General Fund Budget for Fiscal Year 2020
- 5. Manager's Report**
 - A.** Discussion of Race Track Road Median Maintenance
- 6. Attorney's Report**
- 7. Engineer's Report.**
 - A.** General Environmental Consulting Proposal
- 8. Supervisor Requests**
- 9. Audience Comments**
- 10. Adjournment**

Any supporting material for the items listed above, not included in the agenda package, will be provided as soon as available or they will be distributed at the meeting. I look forward to seeing you at the meeting, but in the meantime if you have any questions, please contact me.

Sincerely,
Bob Nanni
District Manager

Fourth Order of Business

4A.

MINUTES OF MEETING WATERCHASE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Waterchase Community Development District was held Tuesday, October 13, 2020 at 6:00 p.m. via webinar and teleconference under the auspices of Florida Executive Orders 20-52, 20-69, 20-112, as allowed by Governor DeSantis' Executive Order 20-69 (as extended by 20-150).

Present and constituting a quorum were:

Ian Watson	Chairman
Salvatore Mancini	Vice Chairman
G. Arnie Daniels	Assistant Secretary
Mike Acheson	Assistant Secretary
Christopher J. Rizzo	Assistant Secretary

Also present were:

Bob Nanni	District Manager
Tonja Stewart	Engineer
Residents	

The following is a summary of the discussions and actions taken at the October 13, 2020 Waterchase Community Development District's Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

A quorum was established.

Roll Call

SECOND ORDER OF BUSINESS

None

Audience Comments

THIRD ORDER OF BUSINESS

Discussion of Pond/Canal

A. Acceptance of the Pond 11 Fountain Proposal

- The Board briefly discussed the pond 11 repairs.

On MOTION by Mr. Daniels seconded by Mr. Mancini, with all in favor, Solitude repair contract to repair the fountain in pond 11 in the amount of \$4,934.25 and accept the annual contract with Solitude in the amount of 1,280 was approved. 5-0

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of the Minutes of the September 8, 2020 Meeting**
- B. Financial Report**
- C. Fiscal Year 2020 Engagement Letter**

- Mr. Nanni briefly discussed the audit engagement letter, explaining to the Board the letter must be signed prior to the audit beginning.

On MOTION by Mr. Mancini seconded by Mr. Watson, with all in favor the Consent Agenda was approved. 5-0

FIFTH ORDER OF BUSINESS

Manager's Report

- A. Discussion to add more Hedges around the Aerator Pump Boxes**

- Mr. Watson noted, during the CDD/HOA joint workshop, one resident complained about there not being enough hedges around the aerator pump boxes.
- Brief discussion ensued.
- There was Board consensus to table this item until further notice.

- B. Discuss to Vote, Changing the November CDD Workshop from Tuesday, November 24 @ 8:00 PM to Monday, November 30 @ 8:00 PM.**

- The Board requested the workshop date be changed due to Thanksgiving.

On MOTION by Mr. Daniels seconded by Mr. Mancini, with all in favor, Changing the November CDD workshop from Tuesday, November 24 @ 8:00 pm to Monday, November 30 @ 8:00 p.m. was approved. 5-0
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SIXTH ORDER OF BUSINESS

Attorney's s Report

There being none, next item followed.

SEVENTH ORDER OF BUSINESS

Engineer's Report

- A. Discussion of Mid Florida Tree Removal**

- Mr. Nanni noted a few residents have asked about the tagged trees in the community.
- He noted they will need to get an Arborist and get a plan in action.
- Mr. Daniels noted he spoke with Ms. Stewart and is awaiting a response.

EIGHTH ORDER OF BUSINESS

Supervisor Report

- Mr. Watson asked if there has been any status update from Mr. Graham regarding Race Track median.
- Brief discussion ensued.

NINTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Rizzo seconded by Mr. Daniels with all in favor, the meeting was adjourned. 5-0
--

G. Arnie Daniels
Chairman

4B

WATERCHASE
Community Development District

Financial Report

September 30, 2020

(unaudited)

Prepared by



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WATERCHASE
Community Development District

Financial Statements

(Unaudited)

September 30, 2020

Balance Sheet
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 137,491	\$ -	\$ 137,491
Accounts Receivable	1,475	-	1,475
Investments:			
Money Market Account	572,709	-	572,709
Reserve Fund	-	67,816	67,816
Revenue Fund	-	238,907	238,907
Utility Deposits - TECO	400	-	400
TOTAL ASSETS	\$ 712,075	\$ 306,723	\$ 1,018,798
<u>LIABILITIES</u>			
Accounts Payable	\$ 8,074	\$ -	\$ 8,074
TOTAL LIABILITIES	8,074	-	8,074
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	400	-	400
Restricted for:			
Debt Service	-	306,723	306,723
Assigned to:			
Operating Reserves	68,374	-	68,374
Reserves- Lake Embank/Drainage	557,582	-	557,582
Reserves - Streetlights	75,000	-	75,000
Unassigned:	2,645	-	2,645
TOTAL FUND BALANCES	\$ 704,001	\$ 306,723	\$ 1,010,724
TOTAL LIABILITIES & FUND BALANCES	\$ 712,075	\$ 306,723	\$ 1,018,798

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 8,779	\$ 8,779	\$ 8,567	\$ (212)
Interest - Tax Collector	-	-	230	230
Special Assmnts- Tax Collector	338,248	338,248	338,246	(2)
Special Assmnts- Discounts	(13,530)	(13,530)	(12,375)	1,155
TOTAL REVENUES	333,497	333,497	334,668	1,171
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	24,000	24,000	24,600	(600)
FICA Taxes	1,836	1,836	1,882	(46)
ProfServ-Arbitrage Rebate	600	600	-	600
ProfServ-Dissemination Agent	1,000	1,000	1,000	-
ProfServ-Engineering	25,000	25,000	22,950	2,050
ProfServ-Legal Services	8,000	8,000	8,161	(161)
ProfServ-Mgmt Consulting Serv	57,783	57,783	57,783	-
ProfServ-Special Assessment	9,000	9,000	9,000	-
ProfServ-Trustee Fees	4,337	4,337	4,337	-
ProfServ-Web Site Development	1,030	1,030	1,004	26
Auditing Services	4,823	4,823	4,800	23
Website Compliance	-	-	3,065	(3,065)
Postage and Freight	900	900	204	696
Insurance - General Liability	8,237	8,237	7,488	749
Printing and Binding	500	500	320	180
Legal Advertising	3,466	3,466	4,348	(882)
Misc-Bank Charges	200	200	-	200
Misc-Assessmnt Collection Cost	6,763	6,763	6,518	245
Misc-Contingency	1,000	1,000	420	580
Office Supplies	100	100	-	100
Annual District Filing Fee	175	175	175	-
Total Administration	158,750	158,750	158,055	695

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Field				
Contracts-Wetland Mitigation	10,465	10,465	11,143	(678)
Contracts-Lakes	21,012	21,012	20,280	732
Contracts-Canal Maint/Cleaning	6,468	6,468	2,255	4,213
Contracts-Aquatic Midge Mgmt	12,870	12,870	13,025	(155)
Contracts-RTR Landscaping	9,070	9,070	9,070	-
Electricity - Streetlighting	25,000	25,000	17,299	7,701
Electricity - Fountain	-	-	2,347	(2,347)
R&M-Fountain	1,000	1,000	832	168
R&M-Irrigation	3,000	3,000	175	2,825
R&M-Lake	15,000	15,000	-	15,000
R&M-Streetlights	17,000	17,000	26,641	(9,641)
R&M-Landscape Pond Areas	1,200	1,200	200	1,000
Misc-Interlocal Agreement	9,000	9,000	6,930	2,070
Misc-Contingency	43,662	43,662	56,175	(12,513)
Reserve-Lake Embankm/Drainage	-	-	155,475	(155,475)
Total Field	174,747	174,747	321,847	(147,100)
TOTAL EXPENDITURES	333,497	333,497	479,902	(146,405)
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	(145,234)	(145,234)
Net change in fund balance	\$ -	\$ -	\$ (145,234)	\$ (145,234)
FUND BALANCE, BEGINNING (OCT 1, 2019)	849,235	849,235	849,235	
FUND BALANCE, ENDING	\$ 849,235	\$ 849,235	\$ 704,001	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 559	\$ 559	\$ 1,947	\$ 1,388
Special Assmnts- Tax Collector	737,129	737,129	737,126	(3)
Special Assmnts- Discounts	(29,485)	(29,485)	(26,968)	2,517
TOTAL REVENUES	708,203	708,203	712,105	3,902
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	14,743	14,743	14,204	539
Total Administration	14,743	14,743	14,204	539
<u>Debt Service</u>				
Debt Retirement Series A	460,000	460,000	460,000	-
Interest Expense Series A	224,781	224,781	224,781	-
Total Debt Service	684,781	684,781	684,781	-
TOTAL EXPENDITURES	699,524	699,524	698,985	539
Excess (deficiency) of revenues				
Over (under) expenditures	8,679	8,679	13,120	4,441
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	8,679	-	-	-
TOTAL FINANCING SOURCES (USES)	8,679	-	-	-
Net change in fund balance	\$ 8,679	\$ 8,679	\$ 13,120	\$ 4,441
FUND BALANCE, BEGINNING (OCT 1, 2019)	293,603	293,603	293,603	
FUND BALANCE, ENDING	\$ 302,282	\$ 302,282	\$ 306,723	

WATERCHASE
Community Development District

Supporting Schedules

September 30, 2020

WATERCHASE

Community Development District

Non-Ad Valorem Special Assessments (Hillsborough County Tax Collector - Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2020

					Allocation By Fund	
Date Received	Net Amt Rcvd	Discount / (Penalties) Amount	Tax Coll Cost	Gross Amount Received	General Fund	Debt Service Fund
Assmnts Levied For FY 2020				\$1,075,377	\$338,248	\$737,129
Allocation %				100%	31%	69%
11/05/19	\$ 13,094	\$ 724	\$ 268	\$ 14,085	\$ 4,430	\$ 9,655
11/15/19	75,223	3,198	1,535	79,956	25,149	54,807
11/11/19	71,922	3,058	1,468	76,447	24,046	52,402
12/06/19	687,492	29,231	14,030	730,753	229,850	500,903
12/12/19	39,142	1,621	799	41,562	13,073	28,489
01/07/20	43,627	1,357	890	45,874	14,429	31,445
02/17/20	22,052	511	450	23,014	7,239	15,775
03/03/20	14,995	155	306	15,456	4,861	10,594
04/09/20	24,710	49	504	25,263	7,946	17,317
05/05/20	8,607	(131)	176	8,652	2,721	5,930
06/04/20	4,511	(134)	92	4,469	1,406	3,063
06/11/20	9,933	(295)	203	9,841	3,095	6,746
TOTAL	\$ 1,015,308	\$ 39,343	\$ 20,721	\$ 1,075,372	\$ 338,246	\$ 737,126
% COLLECTED				100%	100%	100%
TOTAL	\$	5	\$	2	\$	3

Cash and Investment Report

September 30, 2020

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	CenterState	Public Funds Checking	n/a	0.00%	\$ 137,491
			sub total		\$ 137,491
Money Market Account	BankUnited	Business MMA	n/a	0.30%	\$ 572,709
			sub total		\$ 572,709
			GF Subtotal		\$ 710,200

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 Revenue Fund	US Bank	US Bank Open End CP	05/01/32	0.2%	\$ 238,907
Series 2017 Reserve Fund	US Bank	US Bank Open End CP	05/01/32	0.2%	\$ 67,816
			DS Subtotal		\$ 306,723
			Total		\$ 1,016,923

Waterchase CDD

Bank Reconciliation

Bank Account No. 5719 Centerstate Bank GF Checking
Statement No. 9/20
Statement Date 9/30/2020

G/L Balance (LCY)	137,490.65	Statement Balance	188,039.15
G/L Balance	137,490.65	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	188,039.15
Subtotal	137,490.65	Outstanding Checks	50,548.50
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	137,490.65	Ending Balance	137,490.65
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
9/24/2020	Payment	001961	MID FLORIDA TREE SERVICE	49,625.00	0.00	49,625.00
9/30/2020	Payment	001962	SALVATORE MANCINI	184.70	0.00	184.70
9/30/2020	Payment	001963	GEORGE A DANIELS, JR	184.70	0.00	184.70
9/30/2020	Payment	001964	IAN WATSON	184.70	0.00	184.70
9/30/2020	Payment	001965	MICHAEL W. ACHESON	184.70	0.00	184.70
9/30/2020	Payment	001966	CHRISTOPHER J. RIZZO	184.70	0.00	184.70
Total Outstanding Checks.....				50,548.50		50,548.50

WATERCHASE COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 9/1/2020 to 9/30/2020
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001

001	001951	09/03/20	STRALEY ROBIN VERICKER	18780	GENERAL MATTERS THRU 8/15/2020	ProfServ-Legal Services	531023-51401	\$425.00
001	001952	09/10/20	STANTEC CONSULTING SERVICES INC	1698046	GENERAL CONSULTING 8/21/2020	ProfServ-Engineering	531013-51501	\$1,647.00
001	001958	09/10/20	GREENPOINT PROPERTY SERVICES INC.	7351	9/2020 LANDSCAPE MAINT	Contracts-RTR Landscaping	534346-53901	\$755.83
001	001959	09/10/20	SOLITUDE LAKE MANAGEMENT	PI-A00470190	9/2020 LAKE & POND MANAGEMENT	Contracts-Wetland Mitigation	534049-53901	\$928.55
001	001959	09/10/20	SOLITUDE LAKE MANAGEMENT	PI-A00470190	9/2020 LAKE & POND MANAGEMENT	Contracts-Canal Maint/Cleaning	534115-53901	\$204.45
001	001959	09/10/20	SOLITUDE LAKE MANAGEMENT	PI-A00470191	9/2020 LAKE & POND MANAGEMENT	Contracts-Lakes	534084-53901	\$1,850.00
001	001960	09/17/20	INFRAMARK, LLC	55368	9/2020 MANAGEMENT SERVICE	ProfServ-Engineering	531013-51201	\$4,815.25
001	001960	09/17/20	INFRAMARK, LLC	55368	9/2020 MANAGEMENT SERVICE	Postage and Freight	541006-51301	\$8.00
001	001960	09/17/20	INFRAMARK, LLC	55368	9/2020 MANAGEMENT SERVICE	Printing and Binding	547001-51301	\$3.10
001	001960	09/17/20	INFRAMARK, LLC	55368	9/2020 MANAGEMENT SERVICE	ProfServ - Web Site Development	531047-51301	\$83.33
001	001960	09/17/20	INFRAMARK, LLC	55368	9/2020 MANAGEMENT SERVICE	ProfServ-Dissemination Agent	531012-51301	\$1,000.00
001	001961	09/24/20	MID FLORIDA TREE SERVICE	6368	STUMP REMOVAL	Misc-Contingency	549900-53901	\$49,625.00
001	DD166	09/17/20	TAMPA ELECTRIC	8.27.2020 ACH	SERVICE FOR 7/23-8/21/2020	Electricity - Streetlighting	543013-53901	\$1,064.95
001	DD166	09/17/20	TAMPA ELECTRIC	8.27.2020 ACH	SERVICE FOR 7/23-8/21/2020	Electricity - Fountain	543036-53901	\$99.42
001	001953	09/10/20	SALVATORE MANCINI	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
001	001954	09/10/20	GEORGE A DANIELS, JR	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
001	001955	09/10/20	IAN WATSON	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
001	001956	09/10/20	MICHAEL W. ACHESON	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
001	001957	09/10/20	CHRISTOPHER J. RIZZO	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
001	001962	09/30/20	SALVATORE MANCINI	PAYROLL	September 30, 2020 Payroll Posting			\$184.70
001	001963	09/30/20	GEORGE A DANIELS, JR	PAYROLL	September 30, 2020 Payroll Posting			\$184.70
001	001964	09/30/20	IAN WATSON	PAYROLL	September 30, 2020 Payroll Posting			\$184.70
001	001965	09/30/20	MICHAEL W. ACHESON	PAYROLL	September 30, 2020 Payroll Posting			\$184.70
001	001966	09/30/20	CHRISTOPHER J. RIZZO	PAYROLL	September 30, 2020 Payroll Posting			\$184.70

Fund Total	\$64,356.88
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Total Checks Paid	\$64,356.88
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4C.

WATERCHASE COMMUNITY DEVELOPMENT DISTRICT

Motion: Assigning Fund Balance as of 9/30/20

The Board hereby assigns the FY 2020 Reserves as follows:

Operating Reserves	\$ 68,374
Reserves – Lake Embank/Drainage	\$ 557,582
Reserves – Streetlights	\$ 75,000

4D.

BUDGET AMENDMENT RESOLUTION 2021-01

**A BUDGET AMENDMENT AMENDING WATERCHASE
COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND
BUDGET FOR FISCAL YEAR 2020**

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board”, of Waterchase Community Development District, hereinafter referred to as “District”, adopted a General Fund Budget for Fiscal Year 2020, and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WATERCHASE COMMUNITY DEVELOPMENT DISTRICT THE FOLLOWING:

1. The General Fund is hereby amended in accordance with Exhibit “A” attached.
2. This resolution shall become effective this 1st day of November 2020 and be reflected in the monthly and Fiscal Year End 9/30/2020 Financial Statements and Audit Report of the District.

**Waterchase
Community Development District**

By: _____
Ian A. Watson, Chairman

Attest:

By: _____
Bob Nanni, Secretary

Exhibit A

Proposed Budget Amendment
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES					
Interest - Investments	\$ 8,779	\$ -	\$ 8,779	\$ 8,567	\$ (212)
Interest - Tax Collector	-	-	-	230	230
Special Assmnts- Tax Collector	338,248	-	338,248	338,246	(2)
Special Assmnts- Discounts	(13,530)	-	(13,530)	(12,375)	1,155
TOTAL REVENUES	333,497	-	333,497	334,668	1,171
EXPENDITURES					
Administration					
P/R-Board of Supervisors	24,000	-	24,000	24,600	(600)
FICA Taxes	1,836	-	1,836	1,882	(46)
ProfServ-Arbitrage Rebate	600	-	600	-	600
ProfServ-Dissemination Agent	1,000	-	1,000	1,000	-
ProfServ-Engineering	25,000	-	25,000	22,950	2,050
ProfServ-Legal Services	8,000	-	8,000	8,161	(161)
ProfServ-Mgmt Consulting Serv	57,783	-	57,783	57,783	-
ProfServ-Special Assessment	9,000	-	9,000	9,000	-
ProfServ-Trustee Fees	4,337	-	4,337	4,337	-
ProfServ-Web Site Development	1,030	-	1,030	1,004	26
Auditing Services	4,823	-	4,823	4,800	23
Website Compliance	-	-	-	3,065	(3,065)
Postage and Freight	900	-	900	204	696
Insurance - General Liability	8,237	-	8,237	7,488	749
Printing and Binding	500	-	500	320	180
Legal Advertising	3,466	-	3,466	4,348	(882)
Misc-Bank Charges	200	-	200	-	200
Misc-Assessmnt Collection Cost	6,763	-	6,763	6,518	245
Misc-Contingency	1,000	-	1,000	420	580
Office Supplies	100	-	100	-	100
Annual District Filing Fee	175	-	175	175	-
Total Administration	158,750	-	158,750	158,055	695
Field					
Contracts-Wetland Mitigation	10,465	-	10,465	11,143	(678)
Contracts-Lakes	21,012	-	21,012	20,280	732
Contracts-Canal Maint/Cleaning	6,468	-	6,468	2,255	4,213
Contracts-Aquatic Midge Mgmt	12,870	-	12,870	13,025	(155)
Contracts-RTR Landscaping	9,070	-	9,070	9,070	-
Electricity - Streetlighting	25,000	-	25,000	17,299	7,701
Electricity - Fountain	-	-	-	2,347	(2,347)
R&M-Fountain	1,000	-	1,000	832	168

Proposed Budget Amendment
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Irrigation	3,000	-	3,000	175	2,825
R&M-Lake	15,000	-	15,000	-	15,000
R&M-Streetlights	17,000	10,000	27,000	26,641	359
R&M-Landscape Pond Areas	1,200	-	1,200	200	1,000
Misc-Interlocal Agreement	9,000	-	9,000	6,930	2,070
Misc-Contingency	43,662	15,000	58,662	56,175	2,487
Reserve-Lake Embankm/Drainage	-	155,475	155,475	155,475	-
Total Field	174,747	180,475	355,222	321,847	33,375
TOTAL EXPENDITURES	333,497	180,475	513,972	479,902	34,070
Excess (deficiency) of revenues Over (under) expenditures	-	(180,475)	(180,475)	(145,234)	35,241
Net change in fund balance	-	(180,475)	(180,475)	(145,234)	35,241
FUND BALANCE, BEGINNING (OCT 1, 2019)	849,235	-	849,235	849,235	-
FUND BALANCE, ENDING	\$ 849,235	\$ (180,475)	\$ 668,760	\$ 704,001	\$ 35,241

Seventh Order of Business

7A.

October 16, 2020

Bob Nanni
Waterchase Community Development District
c/o Inframark
2654 Cypress Ridge Blvd. Suite 101 Westley Chapel, Florida 33544

Proj: Waterchase CDD - General Consulting
Re: Proposal for Environmental Services - (BTC Proposal No. 20-1404)

Dear Bob:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Waterchase CDD - General Consulting in Hillsborough County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,



Dillon Reeves
Project Manager

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

Tampa Office
6011 Benjamin Road
Suite 101B
Tampa, FL 33634

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Aquatic & Land
Management Operations
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES
WATERCHASE CDD - GENERAL CONSULTING
BTC PROPOSAL No. 20-1404**

1. GENERAL PROJECT COORDINATION (65-0)

Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.

NOTES: This task is for general environmental consulting work and will be billed hourly per the Time & Materials Schedule. When specific tasks are identified a proposal for those will be provided.

Hourly Not to Exceed Total Price: \$4,500.00

INITIAL: *JK* (BTC) _____ (Client)

Bio-Tech Consulting, Inc.
Time & Materials Schedule

Expert Witness	\$275.00-\$350.00/Hour
President, John Miklos	\$200.00/hour
Vice President/Directors	\$145.00/Hour
Project Manager	\$135.00/Hour
Wildlife Specialist	\$120.00/Hour
Field Biologist	\$100.00/Hour
Field Technician	\$90.00/Hour
GIS	\$90.00/Hour
Administrative	\$45.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:



John Miklos, President
Bio-Tech Consulting, Inc.

October 16, 2020

Date

Authorized Signatory

Date

INITIAL:  (BTC) _____ (Client)

Billing Information: Name: _____
 Title: _____
 Company: _____
 Address: _____

 Phone: _____
 Cell: _____
 Fax: _____
 E-mail: _____

☐

Please check here if you prefer to receive a paper invoice

[i]

Bio-Tech Consulting, Inc.
General Contract Conditions

SECTION 1: RESPONSIBILITIES

1.1 Bio-Tech Consulting, Inc. heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

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SECTION 5: BILLING AND PAYMENT

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility

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to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

SECTION 9: INSURANCE

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

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SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13: GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.