



Rizzetta & Company

Waterset Central Community Development District

**Board of Supervisors' Meeting
March 9, 2023**

**District Office:
2700 S Falkenburg Rd., Suite 2745
Riverview, Florida 33578
813.533.2950**

www.watersetcentralcdd.org

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

Waterset Club, 7281 Paradiso Dr., Apollo Beach, FL 33572

District Board of Supervisors	Deneen Klenke	Chairman
	Pete Williams	Vice Chairman
	Lenny Woster	Assistant Secretary
	Lynda McMorro	Assistant Secretary
	Pam Parisi	Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Erin McCormick	Erin McCormick Law, PA
District Engineer	Tim Plate	Height Design LLC

All cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT
District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

March 2, 2023

**Board of Supervisors
Waterset Central Community
Development District**

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterset Central Community Development District will be held on **Thursday, March 9, 2023, at 9:00 AM** at the Office of Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. If you need assistance participating in the meeting, please contact the District Manager's Office at 813-533-2950.

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A. Aquatics**
 1. Presentation of Waterway Inspection Report..... Tab 1
 - B. Landscape & Irrigation**
 1. Presentation of Landscape Inspection Report..... Tab 2
 2. Landscape Contractor Update
 3. Irrigation Contractor Update..... Tab 3
 - C. District Counsel**
 - D. District Engineer**
 - E. Clubhouse Manager**
 1. Presentation of Management Report Tab 4
 - F. District Manager**
- 4. BUSINESS ITEMS**
 - A. Consideration of Accurate Electronics Pool Monitoring Proposal Tab 5**
 - B. Consideration of Waterset Central CDD Castle Contract Tab 6**
(Mileage reimbursement and cell phone stipend)
 - C. Amendment of Amenities Rental Policies Tab 7**
 - D. Consideration of Clubhouse Pressure Washing Proposals Tab 8**
 - E. Discussion of Financials, Security, Street Lights, and Landscape**
 - F. Discussion of Planters at the Pool**
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Landowners Meeting**
Held on November 10, 2022 Tab 9
 - B. Consideration of Minutes of the Board of Supervisors'**
Meeting held on January 12, 2023..... Tab 10
 - C. Consideration of the Operation and Maintenance**
for October 2022 – January 2023 Tab 11
- 6. SUPERVISOR REQUESTS**

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,

Matthew Huber

Matthew Huber
Regional District Manager

Tab 1



MONTHLY REPORT

MARCH 1, 2023



WATERSET CENTRAL CDD

Inspection Date:

February 28, 2022

Prepared For:

Matthew Huber

Prepared By:

Devon Craig

Field operations Manager

P: 941.201.7287

E: dcraig@sitexaquatics.com

SUMMARY:

I would like to start this off by thanking you and the community as a whole for choosing Sitex Aquatics. We are looking forward to turning the ponds around and giving you the service you deserve.

First things first its going to take us a few months to get this neighborhood to a maintenance level. Our first plan of action is to eradicate all invasive shoreline vegetation as it is majorly overgrown. We will treat the Algae as we go but once the shoreline vegetation starts to decompose we will see a great increase in Algae blooms. Once we gain control of the shorelines and Algae we will then work to eradicate any underwater vegetation. Once the community is at a maintenance level we will then introduce pond dye to help prevent any future growth. Again we appreciate you going with us and please let us know if you have any questions!

WATERSET CENTRAL CDD

PARADISO DR
APOLLO BEACH, FL 33572
28 PONDS



1.

February 28, 2023 at 10:21:55 AM



2.

February 28, 2023 at 10:23:26 AM



3.

February 28, 2023 at 10:28:24 AM



4.

February 28, 2023 at 10:24:38 AM



5.

February 28, 2023 at 10:28:37 AM



6.

February 28, 2023 at 10:29:55 AM



7.

February 28, 2023 at 10:30:05 AM



8.

February 28, 2023 at 10:34:55 AM



9.

February 28, 2023 at 10:35:42 AM



10.

February 28, 2023 at 10:36:36 AM



11.

February 28, 2023 at 10:36:39 AM



12.

February 28, 2023 at 10:37:56 AM



13.

February 28, 2023 at 10:38:03 AM



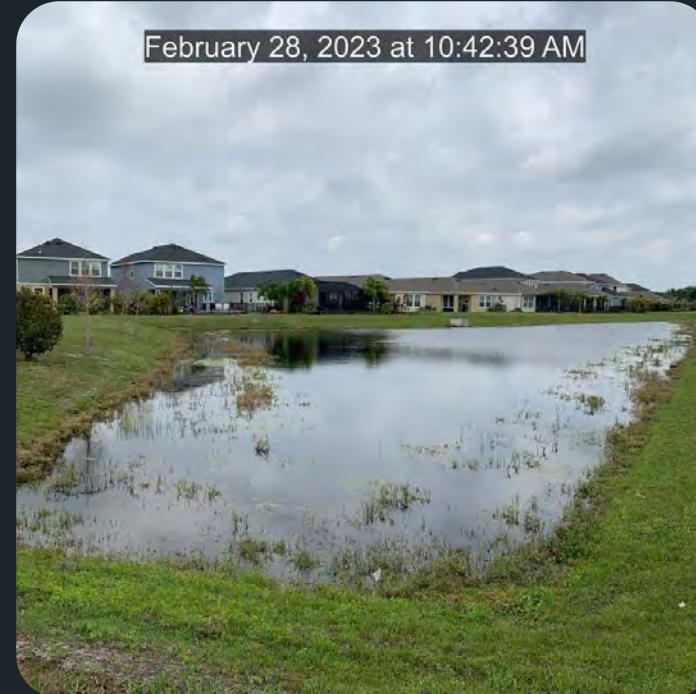
14.

February 28, 2023 at 10:38:40 AM



15.

February 28, 2023 at 10:42:39 AM



16.

February 28, 2023 at 10:40:14 AM



POND SUMMARY

- 1: Shoreline vegetation and Algae has been treated.
- 2: Shoreline vegetation and Algae has been treated.
- 3: Shoreline vegetation has been treated.
- 4: Shoreline vegetation has been treated.
- 5: Shoreline vegetation and Algae has been treated.
- 6: Shoreline vegetation has been treated.
- 7: Shoreline vegetation has been treated.
- 8: Shoreline vegetation has been treated.
- 9: Shoreline vegetation has been treated.
- 10: Shoreline vegetation has been treated.
- 11: Shoreline vegetation has been treated.
- 12: Shoreline vegetation and Algae has been treated.

POND TREATMENTS

- 13: Shoreline vegetation has been treated.
- 14: Shoreline vegetation has been treated.
- 15: Shoreline vegetation has been treated.
- 16: Shoreline vegetation has been treated.
- 17: Shoreline vegetation and Algae has been treated.
- 18: Shoreline vegetation and Algae has been treated.
- 19: Shoreline vegetation and Algae has been treated.
- 20: Shoreline vegetation and Algae has been treated.
- 21: Shoreline vegetation has been treated.
- 22: Shoreline vegetation has been treated.
- 23: Shoreline vegetation has been treated.
- 24: Shoreline vegetation and Algae has been treated.

POND TREATMENTS

25: Shoreline vegetation and has been treated.

26: Shoreline vegetation has been treated.

27: Shoreline vegetation and Algae has been treated.

28: Shoreline vegetation has been treated.

Tab 2

WATERSET CENTRAL

LANDSCAPE INSPECTION REPORT



February 28, 2023
Rizzetta & Company
John R. Toborg – Division Manager
Landscape Inspection Services



Rizzetta & Company
Professionals in Community Management

Updates, Waterset Club

General Updates, Recent & Upcoming Maintenance Events:

- During the month of March, all St. Augustine & Bahia turf shall receive a second application of a pre-emergent herbicide. Additionally, all Celebration Bermudagrass shall receive an application of 375 lbs. (7 1/2 – 50 lb. bags) of 21-0-0 fertilizer and a second application of a pre-emergent herbicide. Additionally, all Ornamentals shall receive an application of 3550 lbs. (71 – 50 lb. bags) of 8-10-10 fertilizer and all Palms shall; receive an application of 850 lbs. (17 – 50 lb. bags) of 8-0-12+4Mg fertilizer.
- Per spec, Sunrise to notify me and Waterset Club staff at least five days prior to each application and check into the clubhouse on the day of application so on-site staff can verify quantities and type of fertilizer.

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

1. I think the Ixora between the pickle ball courts and the sidewalk on the north side of Paseo al Mar (PAM) need to be rejuve cut. Also, they should be fertilized with a specialty fertilizer with an acidic reaction. There are at least two separate beds. (Pic 1)



3. Trim out dead wood and shape up some of the Better John Bottlebrush on the west side of the basketball court.
4. I feel Sunrise was too aggressive in pruning the Crape Myrtles. I was okay with a thumb-sized cut (increased from a pencil pruning cut), however many trunks are 2" or more. Additionally, pruning is inconsistent within the same group of Crape Myrtles – in a group of five, three may be 4' tall and two may be 10' tall. This is not a good look and will continue throughout the growing season. (Pic 4>)



2. It could be because the area is a shallow swale, but the turf areas between the tennis courts and the sidewalk on the north side of PAM is very soggy. There is a yard drain here, however we haven't had any significant rain for a time. **Is irrigation running too often and long here?** (Pic 2>)



5. Although reportedly completed the week of February 6th, the Alternanthera in the raised planters on the Waterset Club lap pool deck have not been cut back.

6. It appears beveling has begun on the Waterset Club lap pool deck for the mulch to be installed. What is the install date for the mulch? It was difficult to tell where all mulch had been installed and where it had not during the course of the inspection. (Pic 6)



7. There are several Petra Croton on the lagoon pool side of the Waterset Club that need to be cut back. These should be in a nice compact from going into the growing season.

8. Sunrise to provide a date as to when the remainder of the Confederate Jasmine will be installed in front of the WC patio. (Pic 8>)

9. When will the replacement Dw. Firebush be installed on the Milestone roundabout at Goldcoast? This request goes back months.

10. Selectively tip the Pringles Podocarpus at the Seaair mail kiosk.

11. The 6th Sycamore west of the Villas at Waterset entrance on Goldcoast Ave. is leaning southward. The strap on the north side of the tree is loose and not doing anything. This tree needs to be re-straightened and re-staked with significant stakes and straps.

12. Sunrise needs to work toward getting all the Sweet Viburnum on the west side of 30th Street south of Goldcoast to the same height. Let the shorter ones grow while selectively tipping the taller ones.

13. I still feel this bed of Ixora on the south side of PAM east of Waterset Blvd. (WS Blvd.) needs some TLC. It has never flourished as others have. Periodic fertilization with a specially formulated fertilizer for acid loving plants is required. Also, is irrigation 100% here with good drip line coverage? (Pic 13>)

14. Additionally, another small leaning Oak needs to be straightened where the right turn lane onto Paradise south begins. (Pic 14>)



Paseo Al Mar East, Covington Garden Dr., Mainland

15. I think there may be some Dw. Firebush on the south side of PAM just west of the pond at PAM and Covington Garden Dr. (CGD) that will need to be cut to the ground. Many are very thin and although they did not suffer too much from the winter cold weather, pruning them all to the same low height will allow them to start growing to a dense hedge at the same time.

16. The fifth and sixth Oaks north of Golden Sky on the west side of CGD need to be straightened.



17. Is there a way BCI can add 1-2 more drip lines to the Viburnum when they are fronted by Fakahatchee Grasses? These Viburnum tend to suffer as the grasses hog up all the water? It is very noticeable on the west side of CGD north and south of Golden Sky.

18. As an update to the re-grading between the I-75 wall and the sidewalk on the east side of CGD, a “curb” has been constructed between the sidewalk and the wall. Now perhaps the re-grading can take place. (Pic 18)



19. There is no new mulch on the east side of CGD south of the school. By what date will this application be completed?

20. March 1st began the reversion back to weekly mowing.

21. Remove lodge poles from the Crape Myrtles south of Mainland on the east and west sides of CGD as well as down CGD near Wayfarer. There are also leaning lodge poles on the Bald Cypress at the southern pond.

22. The “hill-valley-hill” pattern is becoming more clearly defined on the west side of CGD south of Mainland. Alter pattern and mower.

23. The turf on the west side of CGD south of Mainland is off-color compared to many other areas of St. Augustine in the community. Is irrigation running here as it is in other areas?

24. We are still experiencing encroachment issue behind the first two lots on the east side of Wayfarer on the south side of CGD. (Pic 24>)

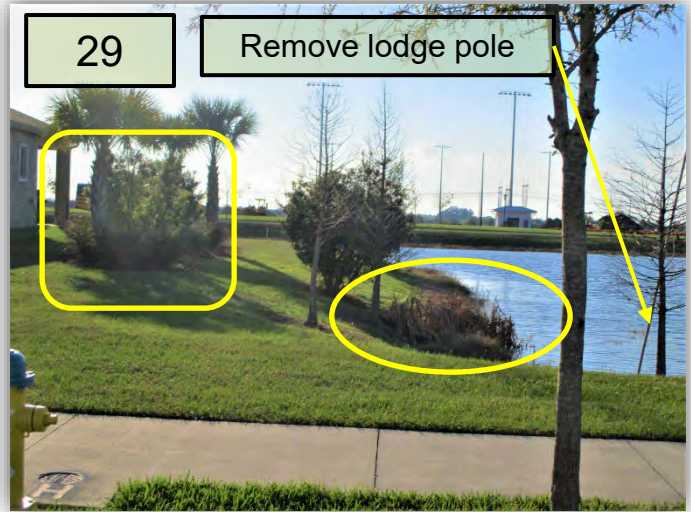


Covington Garden Dr. South, Wayfarer, Silver Sun

- 25. We have another pool encroachment on the north side of CGD at the fourth house west of Wayfarer on Del Coronado. Not sure of the status of this agreement. (Pic 25)**



- 29. Reportedly completed the week of February 6th, the bed north of the northern-most home on the west side of Silver Sun south of Reservoir has not been tended to. Growth on pond bank needs removed. (Pic 29)**



- 26. Although Crape Myrtle pruning has begun, there are several more on CGD and other locations that have not been pruned. By what date will this be completed? (Pic 26>)**



- 27. Sunrise to provide a date as to when the Var. Confederate Jasmine will be installed at the Golden Sky mail kiosk.**

- 28. The first house on the north side of Silver Sun, west of Paradiso is still using the CDD-owned and maintained tract for pool construction. Lumber is in the beds. (Pic 28>)**



Waterset Blvd. South, Paseo Al Mar at Waterset Club

30. What is the irrigation frequency and duration of the WSBlvd. south ROWs and median?
Turf is off-color.
31. Remove lodge poles from the street trees on the sides and median of WSBlvd. between Waterline and PAM.
32. What is occurring with the turf on the south side of the PAM median from the sand volleyball courts to the tennis courts? It is very spotted, and no spray stakes are present.



Proposals

1. On the north side of the WC parking lot, Sunrise to Install & Invoice enough Fakahatchee Grasses to fill in where an Oak came down during Ian using 3 Gal., FULL plants with existing spacing. (Pic 1)



2. Sunrise to provide a proposal to replace two Sycamore trees on the west side of WSBldv. between Reservoir and Waterline with 3" caliper Sycamores. (Pics 2a & b>)



Tab 3



DATE: February 13, 2023

PROJECT: Waterset Central

RE: January Irrigation System Maintenance

Routine maintenance was conducted throughout the month and any alarms were addressed as quickly as possible.

In addition to routine maintenance, the following issues were addressed:

- Replaced non-warranty ADM module in 5A-1B controller that was taking down the entire controller.
- Added new master valve decoder to 5B1 controller to provide water to trees and shrubs that were recently installed in the initial phases of Waterset South.
- Replaced 4 liquid filled pressure gauges on various points of connection.
- Replaced cracked male adapter on master valve at 5B1 controller.

The ET sensor located on the Hunter ACC controller along Covington Garden at Golden Sky recorded 2.17" of ET and 1.38" of rain between January 1st and January 31st. There were two significant rainfall events of 0.25" or more, the greatest occurring on January 22nd, when 0.39" was recorded. Both rainfall events were in advance of cold fronts that moved down the peninsula bringing colder temperatures capable of producing frost in some areas. The site was shut down for a total of 12 days due to rainfall and unusually cold weather.

If you have any questions or concerns, please feel free to contact us at your earliest convenience.

Sincerely,

Gail Huff

Gail Huff – C.L.I.A., Florida Water Star Certified



Tab 3A



IRRIGATION REPORT

DATE: February 6, 2023
Central

PROJECT: Waterset

RE: Responses to January 23, 2023 Field Inspection Report

3. Irrigation near the pickleball courts was inspected, but no leaks or open valves were found. The area is being monitored and as of February 6th, this situation hasn't occurred again.
4. The large turf area between Sea Air and Goldcoast has two rotor zones that are working as expected with good coverage.
6. Drip tube below Viburnum hedge east of the Villas entrance on Goldcoast is fully operational. The irrigation time will be increased slightly, but this could be a result of poor soils or some kind of contamination in the soil that is affecting the shrubs.
13. There is no irrigation in the Bahia turf along this wall. The low volume irrigation in the plant beds was recently repaired as were any tree bubblers. It was a requirement that this area be cleaned out and leveled before the school construction company left the site.

If you have any questions or concerns, please feel free to contact us at your earliest convenience.

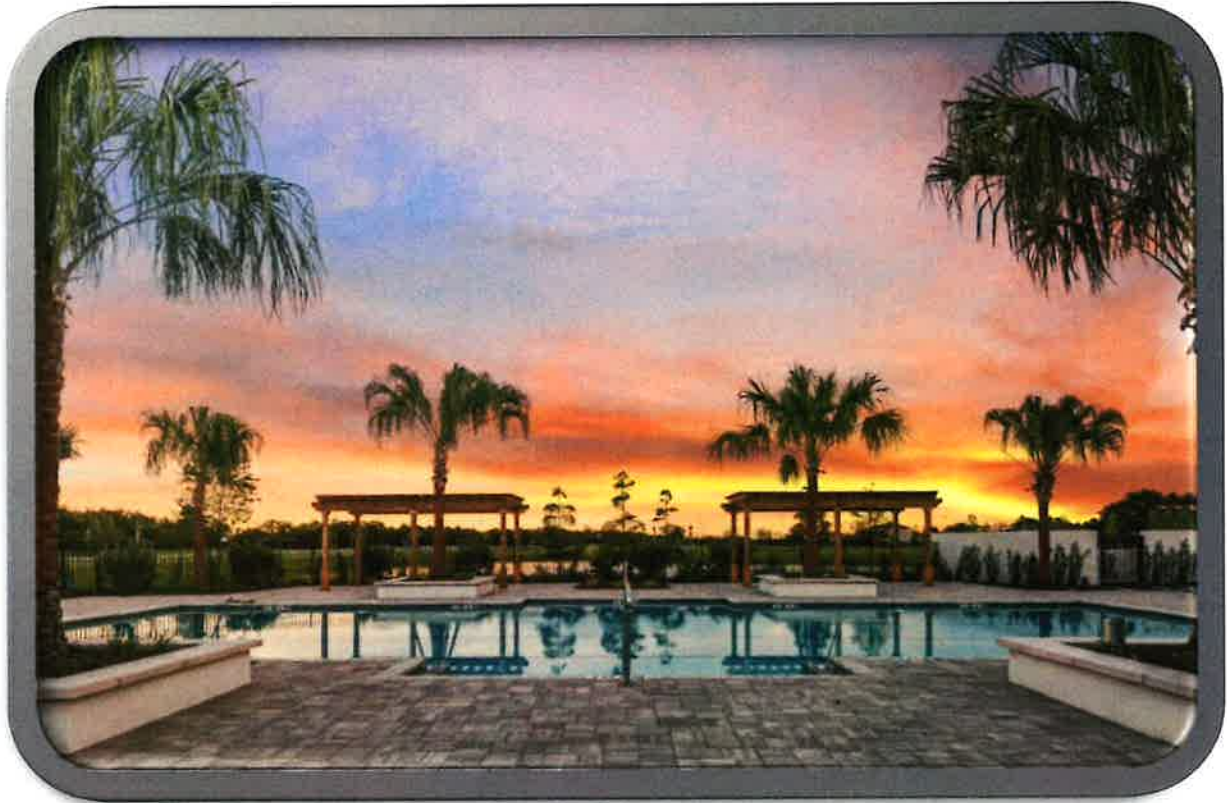
Sincerely,

Gail Huff

Gail Huff – C.L.I.A., Florida Water Star Certified



Tab 4



Waterset Central Community Development District
7281 Paradiso Drive Apollo Beach, FL 33572

Community Director Report
February 2023 Meeting



Administrative

CDD Access Requests: No Requests this month.

Accurate electronics contacted due to the tennis court gates not locking. They found the maglock to be loose and was repaired.

Accurate Electronics was contacted due to amenity cards activated in January only working for the central amenities. The technician advised that the system had frozen and not properly transferring North information. Issues have been resolved.

Accurate Electronics was approved in July 2022 for the talk down system at the clubhouse. They advised they never received a signed proposal. The approved proposal was in the amount of \$11,958.48. Due to equipment price increases, the price has now increased to \$12,975.73. AE has honored the labor costs as well as the wire costs.

Onsight was contacted to follow up on the order for the missing stop sign from the clubhouse entrance parking lot. The stop sign was installed elsewhere on the property mistakenly. They are reproducing the sign and will provide us an installation date.

Onsight provided us a report on the signs they have straightened for Central.

Nvirotect was on property and removed several wasp nests from the clubhouse walls. Debris remains on the walls where the nests were and will be removed once pressure washing of the building takes place.

Management has requested a pressure washing proposal from Munyan and Rick from MDS Handyman. Once the quotes are received, we will present to the board for consideration.

Management received a contract cancellation notice from Payne Air. They stated that they no longer service our area. We have received a preventative maintenance proposal from Alvarez Plumbing and Air Conditioning in the amount of \$695.00. We also received a proposal from A Plus plumbing in the amount of \$545.00.

Management contacted Accurate Electric due to the fitness center door not closing properly. They advised that the door needs to be replaced. We contacted a vendor to provide a proposal.

Management is awaiting a proposal from Rick from MDS Handyman for the clubhouse roof repairs.

Management received a request from Sawsan Moussa, the quilt group coordinator to hold weekly quilt meetings in the clubhouse versus monthly. They would like to start having meets every Tuesday from either 1pm to 4pm or 2 to 5pm in the gathering room. There is no charge for any residents attending. They are aware that in the event the association has a scheduled event in the gathering room, they would cancel their meeting.



Maintenance

The maintenance team conducted the monthly playground safety check.



The maintenance team washed the basketball courts.

The maintenance team found that the tennis courts need to be redone. We are currently looking for vendors to provide us a proposal.

The maintenance team repaired the hinge to the lap pool gate.

Report Respectfully Submitted,

Katiria Parodi, LCAM



Weekly quilt meeting

sawsan moussa <sawsan.moussa@gmail.com>

Sun 1/29/2023 4:50 PM

To: Waterset Manager <watersetmanager@castlegroup.com>

Cc: Karina Jorin <ljorin@castlegroup.com>

Caution: This email originated from outside the Castle Group organization. Please exercise caution when clicking on any links or attachments. When in doubt, contact the IT Department.

Hi Katrina,

Hope you are having a great weekend!!

This is Sawsan Moussa, Waterset quilt group coordinator we met when you first join Waterset.

I spoke to Karina about trying to get more quilters to attend. When we first started, 25 quilters were interested to join but when we started to meet, the maximum we got was 8. I really want more people to benefit from this opportunity, and get to meet other neighbors with same interest. We were brainstorming together and a good idea came out which meeting weekly (same like knitting group) instead of once a month. This way if people missed the once a month for any reason like doctor's appointment or traveling or any other commitment, they will be able to attend any other week. But for once a month, they will miss the whole month. and if this day won't suit some, they can also make it any other week.

I think the knitting club is successful because they meet weekly.

Here is my proposal in behalf of our group.

* meet every Tuesday from 2 to 5 or 1 to 4 which ever works better for the gathering room. And of course if there is any going events at anytime, we can cancel as we did during election.

I appreciate your service for the community.

Please let me know if you have any question.

Yours,

Sawsan Moussa

Sent from my iPhone



**1623 S. 51st Street
Tampa, FL 33619-5327**

Alvarez Plumbing and Air Conditioning
1623 S 51st Street, Tampa, Florida 33619
(813) 655-7520
Plumbing #CFC019219 / Air Conditioning #CAC1813675

BILL TO

Waterset Central CDD
3434 Colwell Avenue #UNIT 200
Tampa, FL 33614 USA

ESTIMATE
118836927

ESTIMATE DATE
Jan 30, 2023

JOB ADDRESS

Waterset Central CDD
7281 Paradiso Drive #Clubhouse
Apollo Beach, FL 33572 USA

Job:

ESTIMATE DETAILS

Preventative Maintenance: Alvarez Plumbing and Air Conditioning proposes to perform preventative maintenance on (5) systems. Alvarez will clean indoor coils in place, clean condenser coils, flush drain lines, check electrical components, and verify refrigerant pressures.

SUB-TOTAL \$695.00

TOTAL \$695.00

Thank you for choosing Alvarez Plumbing & Air Conditioning

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Alvarez Plumbing & Air Conditioning as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. This estimate for work is valid for thirty (30) days from the date of the Estimate. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date



Alvarez Plumbing and Air Conditioning
1623 S 51st Street, Tampa, Florida 33619
(813) 655-7520

Plumbing #CFC019219 / Air Conditioning #CAC1813675

Terms & Conditions

CUSTOMER AUTHORIZATION

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Alvarez Plumbing & Air Conditioning (APAC) will not be responsible for damage, if any, to water, gas, electric or telephone lines, driveways, sidewalks, curbs, culverts, lawns, trees, or roots, etc. APAC shall not be liable for any delay due to circumstances beyond our control including strikes, casualty, and general unavailability of materials, errors, omissions or deletions by the Owner, General Contractor, Architect Engineers, etc. All invoices not paid in thirty days will accrue interest at the highest rate allowed by law. Purchaser agrees to pay all costs of collection, including attorney fees, court fees and collection agency fees if placed for collections.

PLEASE NOTE:

Payment is not contingent upon time or manner in which customer may be paid. A notice to owner will be filed on this property for any job not paid COD. Any location of utilities for digging is the responsibility of the customer.

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by Alvarez Plumbing & Air Conditioning has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Tel: 813-634-8679

Fax: 813-641-8079

A-PLUS

Air Conditioning & Refrigeration

Lic # CAC1816456

P.O. Box 5568

SCC, FL 33571

PROPOSAL

TO: Castle Group
ADDRESS: 7281 Paradiso Dr
Apollo Beach FL 33572

LOCATION: Waterset Central

PHONE: EMAIL: ktarod1@castlegroup.com DATE: January 4th 2023

We here by submit specifications and estimates for :

Annual HVAC Maintenance & Filters

Quarterly maintenance (Jan, April, July, October) of all 5 HVAC split systems to include cleaning of the indoor and outdoor coils as well as flushing the primary drains, clearing drain pans and gauge checking of each system for proper performance. This further includes removing and disposing of all filters and replacing with new filters.

Cost per visit: \$545.00

This does not include any repairs or additional parts should they be required.

We propose to furnish materials and labor- complete in accordance with these specifications for the sum of : see above

Payable as follows: Upon completion

Authorized signature: *Melissa Busbee*

Date: 01/04/2023

This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified, all work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent on strike, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Lack of timely payment within 30 days will be considered a breach of this contract.

Acceptance of proposal- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date : _____

CONTRACT #052522-WS-Central-REV010623
ACCURATE ELECTRONICS

9225 ULMERTON ROAD, SUITE 410 ♦ LARGO, FL 33771
PINELLAS (727-533-0295 ♦ HILLSBOROUGH (813) 983-9131 ♦ SARASOTA (941) 952-1088 ♦ FT. MYERS (239) 332-8700
♦ ORLANDO (407) 203-2620
WWW.AEAccess.com

January 6, 2023

Waterset Central main club house
7281 Paradiso Dr.
Apollo Beach, FL 33572

C/O: Katiria Parodi, Castle Group
Phone: (813) 677-2114
E-Mail: kparodi@castlegroup.com

RE: POOL PROTECT Monitored system for main pool & Side pool with water slide.

QTY	Main Pool	COST	Disc. Price
	Pool protect monitored from dusk till dawn		
3-	Sight Logix HD236-220 SightSensor HD Thermal Cameras Cross field 276', inbound range 138': Surview & Inix software integration for reliability!	\$ 1,853.78	\$ 5,561.34
3-	SL-WM100 Wall mounts for cameras:	\$ 110.53	\$ 331.59
2-	Axis C3000 network horn:	\$ 916.62	\$ 1,833.24
1-	Axis POE switch:		\$ 688.35
1-	1500VA DTK Managed UPS:		\$ 1,585.21
	Labor to add Pool protect equipment and network configuration:		\$ 2,976.00
	TOTAL JOB COST FOR EQUIPMENT & INSTALL:		\$ 12,975.73

POOL PROTECT MONITORED SYSTEM: \$275.00 per month + tax

- 3- SightSensor Thermal cameras 36deg FOV with 276' cross field range. We customize the analytics onsite. Using Thermal imaging cameras with analytics cuts down on false alarms, allows for faster recognition of a threat.
- 1- Axis Network switch. POE
- 2- Axis Network speaker for live talk down to pool from Central station.
- 300- Operated handled events included in monthly charge. Each additional event will be billed separately.
NOTE: Monitor 3 Thermal cam with Pool Protect active from Dusk to Dawn.
- 1- Daily E-care monitoring. Pool protect will ping each IP device to ensure system is functional.

EQUIPMENT OPTIONS:

OPTION 1: ADD Cellular back-up to system in case internet fails: ADD: \$1117.03

(note: Minimum Monthly fee for cellular back-up is \$25.00 + data usage if used).

ACCEPT: ☐ DECLINE: ☐ INITIAL: _____

AE.

NOTES:

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5. Note to PM team: Attic access is located in storage room in the men's bathroom.

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NOTE: Availability of some Axis equipment or extended BO may cause equipment substitutions. All substitutions would be done by written change order to be approved by owner. One at main pool and one at kid pool with slide.

Owner to provide:

1. Dedicated Static IP address. If additional Routers are needed there will be an additional charge for time and material to set up the network @125.00 per hour.

Special note: The higher the up-load and download of your network the faster the remote video will stream! AE recommends you run a commercial grade internet speed for optimum performance of remote viewing!

AE.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED; HOWEVER, ACCURATE RESERVES THE RIGHT TO SUBSTITUTE EQUIPMENT OF EQUAL FUNCTION AND VALUE IF SPECIFIED EQUIPMENT IS NOT READILY AVAILABLE.

THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS LISTED HEREIN AND COMPLETED IN A WORKMANLIKE MANNER. OWNER AGREES THAT ACCURATE CAN TAKE AND USE PHOTOGRAPHS OF SAID WORK AND EQUIPMENT LISTED HEREIN FOR FUTURE ADVERTISING PURPOSES.

TOTAL SUM: \$12975.73 + monthly monitoring fee

TERMS: 50% down, balance of equipment when receive in AE warehouse to secure current pricing. If you do not wish to pay for the equipment when received in house AE reserves the right to change the price on the day of ordering to current pricing.

TERMS ARE SUBJECT TO CREDIT APPROVAL.

BUYER AGREES TO PAY A SERVICE CHARGE OF 1-1/2% PER MONTH ON ALL ACCOUNTS OVER (30) DAYS.

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, THEFT, AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. LIABILITY AND WORKMAN'S COMPENSATION INSURANCE ON ABOVE SPECIFIED WORK PROVIDED BY ACCURATE ELECTRONICS.

AUTHORIZED SIGNATURE: _____
FOR ACCURATE ELECTRONICS.

DATE: _____

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE ACCEPTED. ACCURATE ELECTRONICS IS HEREBY AUTHORIZED TO DO THE WORK AS SPECIFIED. **I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS LISTED ON THE BACKSIDE OF THIS PAGE.** THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 7-DAYS. Due to the daily fluctuation in pricing AE will bill for the full amount of equipment when received in house. This will secure the current pricing

PLEASE SIGN & PRINT NAME AFTER SIGNATURE.

AUTHORIZED SIGNATURE: _____
FOR: Waterset Central main club house
7281 Paradiso Dr.
Apollo Beach, FL 33572

PRINT NAME: _____

DATE: _____

Tab 4A



Waterset Central Community Development District
7281 Paradiso Drive Apollo Beach, FL 33572

Community Director Report
March 2023 Meeting



Administrative

CDD Access Requests: No Requests this month.

Accurate Electronics was approved in July 2022 for the talk down system at the clubhouse. They advised they never received a signed proposal. The approved proposal was in the amount of \$11,958.48. Due to equipment price increases, the price has now increased to \$12,975.73. AE has honored the labor costs as well as the wire costs.

Onsight was contacted to follow up on the order for the missing stop sign from the clubhouse entrance parking lot. The stop sign was installed elsewhere on the property mistakenly. They had production create a new sign and it has been installed.

Alvarez Air was previously approved for AC maintenance for the Central amenities. The contract has been drafted by counsel and sent over to Alvarez for their signature.

The clubhouse fitness center door will not close properly. It seems that the door has slowly moved realigned itself causing the half bottom of the door to be uneven. We have contacted the vendors in the clubhouse close out books but have been unsuccessful with having someone come out to take a look.

Management reached out to our pool umbrella vendor to provide us a proposal for 7 blue umbrellas for the lap pool area and the resort pool area.

Management reached out to American Mulch for playground compliant mulch. The mulch will be for the playground in front of the clubhouse. A proposal was received and approved. We are currently awaiting for payment to be made to the vendor in order for delivery to take place.

Management requested a proposal from Alexander's to top off the sand pit at the clubhouse.

Management received 2 proposals for pressure washing of the clubhouse roof. We are awaiting for other vendors to provide their proposals before presenting for your consideration.

Sean from Suncoast Pools was on property to prime to pumps to turn on the slides for the season. One of the slides unfortunately will not turn on and he is recommending the pump to be replaced. We are currently awaiting a proposal.

Discussion regarding clubhouse cameras.

Management received a request from Sawsan Moussa, the quilt group coordinator to hold weekly quilt meetings in the clubhouse versus monthly. They would like to start having meets every Tuesday from either 1pm to 4pm or 2 to 5pm in the gathering room. There is no charge for any residents attending. They are aware that in the event the association has a scheduled event in the gathering room, they would cancel their meeting.



Maintenance

Stanley Steemers was on property to clean the game room carpet as well as the area rug in the clubhouse lobby.

Citywide conducted a deep cleaning of the gym.

The pool deck was pressure washed.

The maintenance team cleaned the pool furniture.

Munyan is scheduled to begin interior painting of the clubhouse on March 6th.

Maintenance reached out to Welch Tennis Courts, Inc to provide a proposal to redo the tennis courts/ Pickelnet court as the surface is cracking.

A sensor to the lap pool heater has been replaced by Suncoast Pools.

The maintenance team cleaned the interior of the fitness center windows and clubhouse windows/doors.

The maintenance team pressure washed the clubhouse front entrance, side patio and canopy area. There are areas that the team were not able to reach due to height restrictions.

Report Respectfully Submitted,

Katiria Parodi, LCAM



CONTRACT #052522-WS-Central-REV010623
ACCURATE ELECTRONICS



9225 ULMERTON ROAD, SUITE 410 ◆ LARGO, FL 33771
PINELLAS (727) 533-0295 ◆ HILLSBOROUGH (813) 983-9131 ◆ SARASOTA (941) 952-1088 ◆ FT. MYERS (239) 332-8700
◆ ORLANDO (407) 203-2620
WWW.AEAccess.com

January 6, 2023

Waterset Central main club house
7281 Paradiso Dr.
Apollo Beach, FL 33572

C/O: Katiria Parodi, Castle Group
Phone: (813) 677-2114
E-Mail: kparodi@castlegroup.com

RE: POOL PROTECT Monitored system for main pool & Side pool with water slide.

QTY	Main Pool	COST	Disc. Price
Pool protect monitored from dusk till dawn			
3-	Sight Logix HD236-220 SightSensor HD Thermal Cameras Cross field 276', inbound range 138': Surview & Inix software integration for reliability!	\$ 1,853.78	\$ 5,561.34
3-	SL-WM100 Wall mounts for cameras:	\$ 110.53	\$ 331.59
2-	Axis C3000 network horn:	\$ 916.62	\$ 1,833.24
1-	Axis POE switch:		\$ 688.35
1-	1500VA DTK Managed UPS:		\$ 1,585.21
	Labor to add Pool protect equipment and network configuration:		\$ 2,976.00
TOTAL JOB COST FOR EQUIPMENT & INSTALL:			\$ 12,975.73

POOL PROTECT MONITORED SYSTEM: \$275.00 per month + tax

- 3- SightSensor Thermal cameras 36deg FOV with 276' cross field range. We customize the analytics onsite. Using Thermal imaging cameras with analytics cuts down on false alarms, allows for faster recognition of a threat.
- 1- Axis Network switch. POE
- 2- Axis Network speaker for live talk down to pool from Central station.
- 300- Operated handled events included in monthly charge. Each additional event will be billed separately.
NOTE: Monitor 3 Thermal cam with Pool Protect active from Dusk to Dawn.
- 1- Daily E-care monitoring. Pool protect will ping each IP device to ensure system is functional.

EQUIPMENT OPTIONS:

OPTION 1: ADD Cellular back-up to system in case internet fails: ADD: \$1117.03

(note: Minimum Monthly fee for cellular back-up is \$25.00 + data usage if used).

ACCEPT: ☐ DECLINE: ☐ INITIAL: _____

AE.

NOTES:

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Tab 5

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Tab 6

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT FACILITIES MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of September, 2021 (the “**Effective Date**”, by and between:

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, and having offices at 9428 Camden Field Parkway, Riverview, Florida 33578 (the “**District**”), and

CASTLE MANAGEMENT, LLC, a Florida limited liability company, having its principal address at 12770 S.W. 3rd Street, Suite 200, Plantation, FL 33325 (“**Contractor**”).

RECITALS

WHEREAS, the District is the owner of amenity facilities that include, but are not limited to, two swimming pools, (a junior Olympic lap pool and a second pool with water slides), a clubhouse with a gathering room, kitchen, fitness center, game room and lounge with televisions, tennis courts, basketball courts, pickleball courts, volleyball courts, a playground, sports fields and a trail system (collectively, the “**Amenity Facilities**”) as well as other common areas for purposes including, but not limited to, parks, landscaping, stormwater management and other purposes (the Amenity Facilities together with the other common areas are collectively referenced as the “**Facilities**”), said Facilities being located within the boundaries of the Waterset Central Community Development District in Tampa, Hillsborough, Florida; and

WHEREAS, the District intends to provide for the operation and management of the Facilities; and

WHEREAS, Contractor has a background in the operation and management of recreational and other community facilities and is willing to provide such operation and management services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor by entering into this Agreement with Contractor to operate and manage the Facilities and to provide other services as described in this Agreement.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals stated above, and the Exhibits attached hereto, are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES

- A. The District agrees to utilize Contractor to provide operation and management services in accord with the terms of this Agreement. All services will be completed by Contractor on a timely basis, in accordance with the District's needs and statutory requirements.
- B. Term. The initial term ("**Term**") of this Agreement shall commence on the Effective Date and, unless sooner terminated as herein provided, shall continue for a period ending twelve (12) months from the Effective Date. This Agreement shall automatically renew for consecutive twelve (12) month periods pursuant to the fees outlined in **Exhibit B**, unless otherwise terminated by either party. The District may consider price adjustments, but any price or fee adjustments must be approved by the District, in a written amendment to this Agreement.
- C. Services. Contractor shall perform all services for the operations and maintenance of the Facilities, as further detailed in the Scope of Services attached hereto as **Exhibit "A"** and is incorporated as part of this Agreement.
- D. Compensation. The District agrees to compensate the Contractor in accordance with the fee schedule set for in **Exhibit B**. Payment shall be made in equal monthly installments at the beginning of each month.
- E. Access to Facilities. This Agreement grants to Contractor the right to access the Facilities for those purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to Florida's Sunshine Law, the District Rules of Procedure, the District's Facilities Rules and Policies, and the Waterset HOA Club Rules (the "**Club Rules**"), as amended and supplemented from time to time.

3. REVENUE AND TAX-EXEMPT STATUS.

- A. Revenue for a Public Purpose. The parties agree that the Facilities shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities.
- B. The Contractor shall maintain an accurate record of all Facilities, using an accounting system provided by the District, revenues received from the operation of the Facilities, the collection of Amenity Fees, in accordance with the District's Facilities Rules and Policies, and the collection of recreational and/or program fees and revenues (collectively the "**Revenues**"). The Contractor shall remit to the District the Revenues, and an accounting for the Revenues for a given month no later than fifteen (15) days after the end of the month. The Contractor will not have charge of the Revenues other than to collect the Revenues and remit them to the District under this Agreement, subject to the provisions of Section 4. of this Agreement. The Contractor shall carry commercial crime insurance in the amounts set forth in the Agreement to secure the performance by the Contractor of its powers and duties under this Agreement relating to the collection of the Revenues and handling of petty cash direct purchases under

this Agreement.

- C. Tax-Exempt Status. The District agrees to pay any applicable ad valorem taxes. Provided, however, if the Contractor violates the terms of this agreement, resulting in ad valorem taxation of the Facilities, the Contractor shall be responsible for the payment of ad valorem taxes.

4. GENERAL CONDITIONS.

- A. The cost of all equipment and supplies required by the Contractor to properly complete the services will be the responsibility of the District. It may be necessary for Contractor to purchase certain goods and services in connection with the performance of this Agreement. However, all such purchases in excess of five hundred dollars (\$500) shall be approved in advance by the District's Board of Supervisors (the "Board") (or by the District Manager and Board Chair, if authorized by the Board to provide such approval), and shall be coordinated with the District Manager, and shall be fully consistent with the approved District Budget. Any extraordinary purchase not contemplated in the approved District budget shall be approved by the Board. Any goods, materials, or equipment purchased by Contractor in accordance herewith or on behalf of the District shall be owned by the District.
- B. In the event of an emergency, if feasible, the Contractor shall report such expenditure and the reason to the District Manager and the Chair or Vice Chair for approval prior to incurring costs that are the responsibility of the District. Such reimbursements shall be paid only in accord with receipts for such costs provided to the District by Contractor.
- C. If any capital improvements to the Facilities are needed in the future, Contractor shall make recommendations to the District Board of Supervisors for consideration. Such recommendations shall be delivered to the District Manager prior to presentation to the District Board of Supervisors. Contractor agrees to cooperate with and make recommendations to the District with respect to establishing and amending facility hours, policies and procedures, rules and regulations, and other matters of importance for the smooth operation of the Facilities.
- D. Contractor is and shall remain at all times an independent contractor. Neither the Contractor nor employees of the Contractor, are employees of the District under the meaning or application of any Federal or State unemployment or insurance laws. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor in the performance of this Agreement. Contractor shall be responsible for all of its employees' compensation and for payment of all relevant taxes, worker's compensation and other related charges. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture, express or implied, between the District and the Contractor.

- E. Contractor agrees that it shall be responsible for reporting to the District all readily observable or known problems with the Facilities, its appurtenant facilities and equipment.
- E. Contractor shall not make or enter into contracts, institute legal proceedings, assume or create any obligation, express or implied, on behalf of the District, or take any other steps in the name of the District without the express written consent of the District. The Contractor shall have no authority to represent the District as an agent or in any other capacity, unless authorized by the District.

5. TERMINATION.

- A. Contractor may terminate this Agreement for any reason, and without cause, by providing the District with at least sixty (60) days written notice of the Contractor's intent to terminate. The District may terminate this Agreement for any reason, and without cause, by providing the Contractor with at least thirty (30) days written notice of the District's intent to terminate. The District shall pay, in accordance with the terms of this Agreement, the monies owed to Contractor for that period after termination of this Agreement when services were performed by Contractor, subject to any setoffs to which the District may be entitled.
- B. In the District's sole discretion, the District may terminate this Agreement without cause and demand Contractor immediately remove its personnel and property from the Facilities; however, if the District makes such a demand, the District shall pay Contractor the monies owed it, as if Contractor had continued to perform under this Agreement for thirty (30) days after the District's notice of the termination of this Agreement without cause.
- C. District may immediately terminate this Agreement, with no further obligation to pay Contractor for future services, for "good cause", which shall include illegal or fraudulent activity, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Contractor.
- D. Upon termination of this Agreement, the Contractor shall, as soon as practicable, but in no event later than the effective date of termination, (i) turn over and deliver to District all records, documents, contracts, agreements, plans, accounts, computer files or other documentation pertaining to the Facilities and this Agreement, (ii) deliver to District all cash, investments, receivables deposits. Contractor shall be entitled, at its expense, to retain copies of all books, records, etc. pertaining to this Agreement with the exception of any membership lists, address lists for members, owners or residents of the District, and the like, and (iii) vacate any portion of the Facilities accessed by Contractor as a result of this Agreement. Contractor agrees that it shall cooperate with District to affect an efficient and orderly transition of responsibility with respect to the management of the Facilities upon termination or expiration of this Agreement.

6. INSURANCE.

- A. Contractor shall maintain, at its expense, throughout the term of this Agreement the following insurance, written by a company or companies licensed to do business in the State of Florida:
 - (i) Worker's Compensation Insurance as required by Florida law.
 - (ii) Commercial General Liability Insurance with limits of \$2,000,000 (Two Million Dollars) aggregate, and \$1,000,000 (One Million Dollars) per occurrence applicable to bodily injury, sickness or death and \$2,000,000 (Two Million Dollars) aggregate, and \$1,000,000 (One Million Dollars) per occurrence for loss or damage to property. Comprehensive General Liability Insurance shall include Premises/Operations; Contractual Liability; Personal Injury; Fire; Products/Completed Operations; Broad Form Property Damage; Cross Liability and Severability of Interest Clause; and Incidental Medical Malpractice.
 - (iii) Employment Practices Liability Insurance with limits of \$1,000,000 (One Million Dollars).
 - (iv) Professional Liability Insurance with limits of \$1,000,000 (One Million Dollars) per each occurrence.
 - (v) Commercial Crime Insurance with limits of \$2,000,000 (Two Million Dollars) per each occurrence.
 - (vi) Comprehensive Automobile Liability Insurance for all vehicles used by Contractor's staff, whether owned or hired, with a combined single limit of \$1,000,000 (One Million Dollars).
 - (vii) Umbrella or Excess Liability Insurance, including: (1) a minimum of \$5,000,000.00 each occurrence, and aggregate and (2) providing follow-form coverage over the General Liability and Employment Practices Liability policies.
- B. The District, its officers and employees shall be named as additional insureds in all policies of insurance. Contractor shall furnish the District with the Certificates of Insurance evidencing compliance with this requirement. Each Certificate of Insurance shall acknowledge that particular policy(ies) of insurance shall not be amended, modified, terminated, or canceled without the insurer first having provided at least thirty (30) days written notice to Contractor.
- C. Insurance obtained by Contractor shall be primary and noncontributory with respect to the insurance listed above.
- D. Contractor shall inform the District if, at any time, its insurance does not meet the requirements set forth in this Agreement.
- E. The District hereby agrees to maintain, at its expense, at all times and to provide

evidence of the following coverages:

- i. Commercial General Liability Insurance, including: (1) a minimum of \$1,000,000.00 per occurrence for bodily injury and property damage with no aggregate limit (2) a minimum of \$1,000,000.00 personal and advertising injury, (3) a minimum of \$1,000,000.00 products and completed operations.

7. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages to property and for bodily injury, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor will indemnify, save and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations, attorney's fees and associated court costs that the District may incur, become responsible for, or be caused to pay out arising out of or resulting from: (i) the negligent, reckless, or willful misconduct of the Contractor or omission of the Contractor, or its employees, representatives or agents and resulting in harm, damages, or losses of any kind; or (ii) the failure of the Contractor, its employees, representative, or agents to comply with any applicable laws, ordinances, rules, regulations, permits, licenses, certifications, consents, approvals, and requirements of all federal, state and local governments or any other body which is applicable to the Facilities; or (iii) the failure of the Contractor, its employees, representatives of agents to comply with the terms of this Agreement.

Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or any other laws.

- C. The indemnification provided for herein shall not be deemed exclusive of any other rights to which Consultant of the District may be entitled.
- D. The provisions set forth in this Section 7. shall survive the expiration or earlier termination of this Agreement.

8. BOOKS AND RECORDS; PUBLIC RECORDS.

The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- A. Keep and maintain public records required by the District to perform the service.
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- E. If Contractor does not comply with a public records request, failure to comply shall be considered a default under the terms of the Agreement and applicable law, and District shall enforce the Agreement accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TEL: (813) 533-2950; INFO@RIZZETTA.COM; 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.

9. E-VERIFY. Contractor, and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees, including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes, apply to this Agreement. Notwithstanding, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the

District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on the Contractor's failure to comply with the E-Verify requirements referenced herein.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. CARE OF PROPERTY. This Agreement grants to Contractor access to the Facilities for the purposes described in this Agreement. The Contractor shall (a) use all due care to protect the property of the District from damage; (b) promptly repair any damage or harm resulting from Contractor's activities and work; and (c) promptly provide a full written report as to all accidents or claims for damage occurring to the Facilities, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

12. ENFORCEMENT OF AGREEMENT. If either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings, and including attorneys' fees and costs incurred in determining the entitlement to and reasonableness of such expenses.

13. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall cause or be construed as a waiver of the District's immunity or limitations of liability beyond any statutory limited waiver of immunity or limits of liability adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. AGREEMENT. This Agreement, and its Exhibits, represents the entire Agreement between the Contractor and the District. Both the Contractor and the District understand and agree with the terms and conditions set forth herein.

15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

16. CONFLICTS. In the event of a direct conflict with respect to the terms and conditions contained in the main body of this Agreement and "**Exhibit A**" or "**Exhibit B**", the conflict shall be resolved in favor of the prevailing terms and conditions of the main body of the Agreement.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the

appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

18. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or overnight delivery service with proof of receipt, to the parties, as follows:

A. If to Contractor: Castle Management, LLC
12270 S.W. 3rd Street, Suite 200
Plantation, Florida 33325
Attention: Craig Vaughan

B. If to District: Waterset Central Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625
Attention: District Manager

With a copy to: Erin McCormick Law, PA
3314 Henderson Boulevard, Suite 103
Tampa, Florida 33609
Attention: Erin McCormick

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

19. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

20. ASSIGNMENT. The rights and obligations of the District under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Agreement by the Contractor, without the written approval of the District.

21. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for purposes of any litigation arising out of this Agreement shall be Hillsborough County, Florida.

22. NO WAIVER. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right or remedy as provided in the Agreement shall not impair any such right or remedy or be considered a waiver or relinquishment of such right or remedy with respect to subsequent defaults. The provisions of this section shall survive the termination of this Agreement.

23. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor and shall remain in effect unless terminated by either of the District or Contractor.

24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

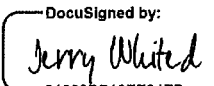
26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

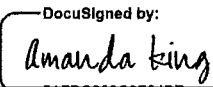
27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

910935B19EE34EB...
Secretary/Asst. Secretary

DocuSigned by:

5A7DC838C3F24BE...
By: _____
Chair, Board of Supervisors
Date: 9/30/2021, 2021

WITNESSES:

Print Name: _____

Print Name: _____

CASTLE MANAGEMENT, LLC, a Florida
limited liability company

By : _____

Print Name: _____

Title: _____

Date: October 18, 2021

EXHIBIT A

Scope of Services

Contractor shall perform all normal duties associated with staffing and maintaining the Clubhouse and District Facilities, to ensure its smooth operation and to help promote the safe enjoyment by residents and guests. Contractor shall furnish clubhouse management, administrative and janitorial/maintenance services as more particularly described in the specifications below.

A. General Management

- A. Provide professional management and oversight to perform the services set forth in this Scope of Services ("Scope").
- B. Upon request of the District Board of Supervisors' ("Board") or District staff, attend meetings in-person or via telephone to provide any updates or address concerns.
- C. Respond promptly to any Board member's communications regarding questions or concerns related to this Scope.
- D. Administer the recruitment, hiring, training, oversight, and evaluation of facility operations, maintenance, and pool personnel.
- E. Provide regular personnel activity reports regarding facility operations, maintenance activities, and pool attendants to the Board of Supervisors.
- F. Prepare and implement a Facility Maintenance Plan and Emergency Management Plan for the facilities.
- G. Professional coordination with and supervision of outside entities and contractors, including but not limited to, janitorial maintenance, landscape maintenance, pool maintenance, aquatics management, pest control, and security services.
- H. Operate the Access Control Systems at the Clubhouse Facilities.
- I. Attend, through it's Community Director or an individual knowledgeable of the Clubhouse operations, the District's meetings and report on District & Community updates.
- J. Shall manage customer service complaints and inquiries, and coordinate regularly with the District Manager regarding same.
- K. Conduct background checks, including criminal and employment history, at Contractors expense, of all employees in accordance with the requirements of Florida law.
- L. Prepare and deliver all letters, reports and notices as reasonably requested by the District Board of Supervisors.
- M. Included with the Contractors duties is the operation and maintenance of the Café located at the Landing Amenity Center. Contractor should have sufficient experience in café or restaurant service management including the ability to screen, hire, train and manage café staff. Ordering and stocking café food and beverage needs. Marketing and promoting the café to patrons to drive traffic both through social media and grass roots efforts. Maintain and clean café equipment and provide for the overall smooth operation of the café day to day business.

B. Facility Management.

- a. Manage all maintenance and recreation operations for the District.
- b. Manage the staff provided by Contractor and ensure mission completion.
- c. Oversee and ensure continuous and consistent communications for residents (including upcoming parties, board meetings, property issues, and other questions and concerns).
- d. Ensure amenity center is kept in pristine condition for residents at all times.
- e. Report any major issues or cost overruns promptly to the District Manager or the District Board Chair.
- f. Consistently monitor all community ponds for algae and seepage/bank issues and monitor all water fountains in lakes and report any issues to the District Manager.
- g. Coordinate major repairs and retain related documentation.
- h. Supervise and schedule all onsite staff provided by Contractor.
- i. Administer the card/fob access program for residents, guests and others using the District's amenity facilities.
- j. Manage event rentals, including calendar, rental forms, and security deposits.
- k. Enforce the District's policies, rules and regulations of the facilities, including administering temporary suspensions of privileges to use the amenity facilities.
- l. Respond to and document incidents that occur at the amenity facilities.
- m. Present professional updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.
- n. Train all staff to treat residents with respect.
- o. Display flexibility in handling after hours emergency calls.
- p. Have expansive knowledge with Microsoft Word, Excel and Power-Point.
- q. Have at least 2 years of management experience in a similar environment or community atmosphere.
- r. Have a flexible schedule and be available to oversee parties or events at the District's facilities and ensure facilities are cleaned and returned to pre-event or party state. If applicable, facility management will document the reasons for withholding all or a part of a security deposit for damages, failure to clean, or any other reason.
- s. Monitor the security cameras.
- t. Perform set up and clean-up of District facilities used for parties or events and for all Board meetings.
- u. Shall order all necessary supplies to complete required tasks for District maintenance, including routine cleaning equipment. In the event that special services be required, and after approval by the Board, such special services will be provided by a third-party contractor and related expenses shall be billed to the District and
- v. Shall solicit at least three (3) separate quotes for vendor contracts and negotiate the same.
- w. Manage all resident land access applications for District property from submission to completion and deposit reimbursement.

C. Maintenance Duties.

- a. Maintain amenity center and other community properties, etc. and complete minor repairs to the clubhouse for plumbing, electrical, interior and exterior painting, fence paint touchup, clean gutters, and power washing fences and sidewalks.
- b. Responsible for routine repairs and upkeep to all facilities parking areas, monuments, common area, clubhouse, mail pavilion, community park(s), dock, playground equipment, tennis courts and basketball courts, etc.
- c. Repair equipment as able and promptly report the need for any repairs not able to be performed by staff.
- d. Monitor condition of all doors, adjoining fencing and gates and resolve any problems, either through repairs or adjustments or securing services of door/gate contractor.
- e. Control cobwebs and prevent other debris from accumulating on exterior walls, amenity center fences and gates, lake deck and lake walking bridge. Control ants and bees in common areas beside the clubhouse, playground and pavilions.
- f. Check, repair, and replace all exterior and interior lighting and replace air conditioner filters as needed (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District's satisfaction);
- g. Check and assess conditions of District Sidewalks and District Roadways.
- h. Pressure wash all pool decks and clubhouses at least once per year, or more often if needed;
- i. Swimming Pool Decks: blow off entire pool deck, arrange furniture, clean outdoor furniture, empty and clean all waste receptacles, adjust umbrellas, clean BBQ grill(s), and inspect bathrooms, and clean and refill supplies as needed.
- j. Parking Lot and Amenity Center sidewalks: blow off debris.
- k. Pick up trash and empty waste receptables around District property.
- l. Attend to Doggie Stations; replace bags as necessary and clean outside of trash bins and lids (or manage subcontractor performing such services).
- m. Assess and advise the Community Director of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same.
- n. Clean all bathrooms, including the bathrooms at amenity center and splash pad, at least two (2) times per week. Bathroom cleaning includes but is not limited to, all toilets, bases behinds toilets, urinals, stalls, counters, mirrors, sinks, baby stations and floors. Paper products shall be replaced as needed; and
- o. Routine cleaning of District facilities, including:
 - i. vacuuming floors and spot-cleaning stains as needed.
 - ii. dusting window ledges and blinds, furniture, baseboards, countertops and lights.
 - iii. cleaning all windows, including window ledges and blinds bi-weekly or as needed
 - iv. cleaning all BBQ grills, picnic tables, and water fountains; and
 - v. organizing storage closets, including proper storage and labeling of all equipment and cleaning supplies.
 - vi. cleaning all fitness equipment and fitness room floors and surfaces.
- p. Regularly check and test all safety equipment at the Amenity Centers and secure and maintain adequate inventory for First Aid kits.

D. Pool Monitors/Facility Attendants.

- a. Support Facility Management in all of its duties.
- b. Open the clubhouse and prepare it for resident use in the morning, turn music on and off at the beginning and close of each day, close the clubhouse at the end of the day and prepare it for opening the next day, lock all doors at the end of the day and set any alarms as applicable.
- c. Monitor resident use of amenity; when more than one employee is on-duty, one employee shall remain in the amenity at all times during normal hours of operation.
- d. Monitor the pool area, clubhouse and playground and conduct random checks daily to ensure non-patrons are not using the amenities.
- e. Set up amenity center as requested for all events or meetings.
- f. Engage confrontational residents and report issues to the Community Director or to the Hillsborough County Sheriff, as appropriate; and
- g. Notify the Community Director of repairs, as needed.

EXHIBIT B

Position	Hourly Rate	Hours	Burden (36% / 26%)	Total w/ Burden	2021-2022 CDD North	2021-2022 CDD Central	2021-2022 HOA	Health Ins.	Splits
Community Director - Gabrielle Davis	38.46	2080	11.15	49.61	61,563.00	22,993.69	20,639.17	Yes	Split between HOA (8hrs) / NCDD (24hrs) / CCDD (8hrs)
Assistant Community Director - Ann Caley Chevalier	21.63	2080	6.27	27.90	29,019.00	24,215.05	4,352.82	Yes	Split between NCDD (20hrs) / CCDD (16hrs) / HOA 3 (hrs)
Covenants Coordinator - Katelyn Schenk	16.50	2080	5.94	22.44	-	-	46,675.20	Partial	Charged to HOA
Gathering Room Assistant - Sarah Schenk	14.50	2080	5.22	19.72	-	41,017.60	-	Partial	Charged to CCDD
Groundskeeper - Scott Mallard	16.22	2080	4.70	20.93	33,272.00	8,705.64	-	Yes	Split Between NCDD (32hrs) / CCDD (8hrs)
Groundskeeper	15.00	2080	5.40	20.40	-	42,432.00	-	No	New Position - Central
Maintenance - James	15.50	2080	4.50	20.00	26,113.00	19,501.40	-	Yes	Split Between NCDD (24hrs) / CCDD (16hrs)
Janitorial (NO BURDEN @ \$16.00)	16.00	2496		16.00	23,296.00	16,640.00	-	No	Split between NCDD (28hrs) / CCDD (20hrs)
Central Pool Monitors	10.00	3630	3.60	13.60	-	49,368.00	-	No	CCDD - (2) PM
North Pool Monitor	10.00	1560	2.90	12.90	20,124.00	-	-	No	NCDD - (1) PM
Café Manager - Tyler	22.28	2080	6.46	28.74	58,632.00	-	-	No	NCDD Full Time
FT Café	15.00	2080	4.35	19.35	39,474.00	-	-	No	NCDD Full time
PT Café	12.00	1560	3.48	15.48	24,149.00	-	-	No	NCDD Part Time
PT Café	12.00	1560	3.48	15.48	24,149.00	-	-	No	NCDD Part Time
TOTALS		29526			339,791.00	224,873.38	71,667.20		

Tab 7

**WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

**POLICIES FOR ALL
AMENITY FACILITIES**

ADOPTED JUNE 5, 2018

**The Waterset Club
7281 Paradiso Dr
Apollo Beach, FL 33572**

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DEFINITIONS

“Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use together with their appurtenant facilities and areas. These areas include but are not limited to: The Landing, Pool, Dog Park, Parks, Playground, Fitness Center and Pavilion.

“Amenity Facilities Policies” or “Policies” – shall mean all Amenity Facilities Policies of Waterset Central Community Development District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Waterset Central Community Development District, Board of Supervisors.

“Clubhouse Facilities” – shall mean The Landing (excludes: Fitness Center, Pool and Pavilion).

“District” – shall mean the Waterset Central Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

“Non-Resident” – shall mean any person or persons that do not own property within the District.

“Non-Resident Member” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters; who are fourteen (14) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or family owning property within the District.

“Adult” – shall be considered any person eighteen (18) years of age or older.

“Minor” – shall be considered any person seventeen (17) years of age or younger.

FACILITY ACCESS CARDS

One (1) Facility Access Card will be issued to all members of each Resident’s Family and Non-Resident Members; this includes all children fourteen (14) years of age and older. There is a \$10.00 charge to replace any lost or stolen cards. All members will be required to provide proof of District residence or an executed Non-Resident Member Application paid in full. All members will be asked to execute an amenity facilities registration form prior to receiving their access card.

GUARDIAN ACCESS CARDS

One (1) Guardian Facility Access Card may be issued to a Resident Family, Non-Resident Member Family or Renter Family at any one time. There is a \$10.00 charge for this card. The person being issued this card must be at least eighteen (18) years of age or older. An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) they will be responsible for is required. This card is good for one (1) year from the date of issuance. The Guardian is not allowed to use the Amenity Facilities unless using them with the child or children assigned to the card. The Guardian is also not allowed to bring Guests to the Amenity Facilities at any time. The child or children assigned to the Guardian Card will be required to obtain a Child Identification Card. There is a \$5.00 charge for this card.

RENTER'S PRIVILEGES

- 1) Residents who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
- 2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. The Renter will need to get the Assignment of Rights and Privileges Form from The Landing and have it executed by the Resident and notarized prior to any Facility Access Cards being issued to the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident. There is a \$10.00 charge per card if issuing a new one to first time Renters.
- 3) During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
- 4) Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
- 5) Renters shall be subject to such other rules and regulations as the District may adopt from time to time.

GUEST POLICY

- 1) **Pool** – Patrons sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron sixteen (16) and seventeen (17) years of age. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. Infants, one year old and younger, do not count against the maximum for four (4) total Guests. One of the Family members present must be eighteen (18) years of age or older in order to bring up to four (4) total Guests.
- 2) **Fitness Center** – No Guests are allowed in the Fitness Center at anytime. Patrons may bring a preapproved trainer to the Fitness Center for a personal training session only.
- 3) Patrons ages fourteen (14) years of age and older are permitted to bring one (1) Guest to all other amenities except the pools, and Fitness Centers. That Guest must be fourteen (14) years of age or older and have proper identification to verify age when being accompanied by a Patron fourteen (14) years of age or older.
- 4) Guests must be accompanied by a Patron when using any amenity facility. Patron will be responsible for any damages caused by Guests while using facilities.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

INDEMNIFICATION

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits

or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of CDD facilities agrees to indemnify and hold harmless the Waterset Central Community Development District, ("District") and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Resident or Non-Resident Club Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

- 1) Privileges at the amenity facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
 - a) Submits false information on the application for an access card.
 - b) Permits unauthorized use of an access card.
 - c) Exhibits unsatisfactory behavior or appearance.
 - d) Fails to abide by the Rules and Policies established for the use of facilities.
 - e) Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal and physical assault.
 - f) Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- 2) Management may at any time restrict or suspend any Patron's privileges to use any or all the amenity facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.
- 3) The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:
 - a) First Offense - A First Offense Violation will result in written notice & explanation of the violation being given to Patron and a copy of such notice being filed in The Landing.
 - b) Second Offense - A Second Offense Violation will result in an Automatic suspension of all amenity privileges for thirty (30) days. Written notice & explanation will be given to Patron and a copy of such notice will be filed in the Resident Services Office.
 - c) Third Offense - A Third Offense Violation will result in a suspension of all amenity privileges until the next Board of Supervisors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of Patrons privileges for one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to Patron as to the Board of Supervisors decision.

- 4) **IMMEDIATE SUSPENSION & REMOVAL:** The Board Chair, District Manager, Community Director, have the exclusive right, authority and discretion to suspend any Adult Patron for the use of profanity and failure to follow staff direction for a period of no less than seven (7) days. An incident report will be generated and a copy of such notice will be filed in The Landing. Upon issue of an immediate suspension, should patron continue to act or perform in an inappropriate manner/behavior, that Adult Patron shall forfeit all amenity privileges until the next Board of Supervisors meeting. Furthermore, District Staff will recommend termination of Adult Patron's privileges for a period of six (6) months.
- 5) Notwithstanding the foregoing, if at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Adult Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to Adult Patron as to the Board of Supervisors decision.
- 6) Utilizing the facilities during the suspension period will result in a trespassing citation issued by the Hillsborough County Sheriff's Office. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access card will result in the suspension of that card holder's privileges for a period of fifteen (15) days.
- 7) **Suspension Effective Date**
 - a) The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
 - b) Weekdays (Monday – Friday) and Weekends (Saturday – Sunday) will be calculated toward the total number of suspension days.
 - c) The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
- 8) **Appeal Process – Adult Patrons**
 - a) Any person has the right to dispute and request an appeal to the District's Board of Supervisors.
 - b) A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
 - c) Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
 - d) The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
 - e) Any person appealing will be governed by the following procedures:
 - f) Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
 - g) Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.

- h) Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
- i) The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
- j) The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
- k) Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- l) The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- m) District action(s) will be resolved by way of successful Board motion.
- n) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

- 1) At the discretion of Amenity Facilities Staff, Minors (*children under the age of eighteen (18)*), who violate the rules and policies may be expelled from the facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be mailed to the parents of the child and will be kept on file at The Landing.
- 2) Any Minor who is expelled from the facilities three (3) times in a one-year period, shall have their amenity facilities privileges suspended for one (1) calendar year from the date of the third offense.
- 3) Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, that minor shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of minor's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to known minor's guardian(s) as to the Board of Supervisors decision.
- 4) Utilizing the facilities during the suspension period will result in a trespassing citation issued by the Hillsborough County Sheriff's Office. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access card will result in the suspension of that card holder's privileges for a period of fifteen (15) days.
- 5) **Suspension Effective Date**
 - a) The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
 - b) Weekdays (Monday – Friday) and Weekends (Saturday – Sundays) will be calculated toward the total number of suspension days.
 - c) The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.

- 6) **Appeal Process – Minor Patrons**
- a) Any minor has the right to dispute and request an appeal to the District’s Board of Supervisors.
 - b) A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
 - c) Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
 - d) The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
 - e) Any minor appealing will be governed by the following procedures:
 - f) Minor Appellant and at least one parent or guardian must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
 - g) Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.
 - h) Appellant’s argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
 - i) The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
 - j) The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
 - k) Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
 - l) The District’s Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
 - m) District action(s) will be resolved by way of successful Board motion.
 - n) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

GENERAL FACILITY PROVISIONS

- 1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District’s rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- 2) All Patrons must have their assigned Facility Access Card upon entering the amenities. Cards are only to be used by the Patron they are issued to. Patron must present Facility Access Card upon request from Amenity Staff members.
- 3) Children under fourteen (14) years of age must be accompanied by a parent or adult Patron aged eighteen (18) or older.
- 4) All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year’s Day. The Clubhouse Facilities may

- also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
- 5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse Facilities and pools. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
 - 6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Overnight parking or use of parking lot when not using the Amenity Facilities is prohibited.
 - 7) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
 - 8) Only District employees and staff are allowed in the service areas of the Amenity Facilities.
 - 9) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
 - 10) Smoking or vaping is not permitted anywhere in the amenity facilities.
 - 11) Guests must be accompanied by a Patron while using the Amenities.
 - 12) Patrons must present their Facility Access Cards when requested by staff at any Amenity Facility.
 - 13) All Patrons must use their card for entrance to the Amenity Facility (excluding the Landing Café). All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement card fee.
 - 14) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
 - 15) Patrons and their guests shall treat all staff members with courtesy and respect.
 - 16) Golf carts, motorcycles, off-road vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - 17) Skateboarding is not allowed on any District Amenity Facility Property, this includes but is not limited to: the amenity facilities, playground area, bridge areas, and sidewalks surrounding this area.
 - 18) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
 - 19) The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager, based on approval by the District's Board of Supervisors. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
 - 20) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
 - 21) The Amenity Manager may authorize programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, after consultation and approval by the Board of Supervisors of the District, and based upon usage and rental fees that have been established by the Board. The Amenity Manager may also authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facilities for said events (if the schedule

permits), after consultation and approval by the Board of Supervisors of the District. The Amenity Manager is responsible for collecting revenue for those services and programs provided, and remitting these revenues to the District, in accordance with the Agreement between the District and the Amenity Manager. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. If the Board of Supervisors of the District authorizes use of the Amenity Facilities by any independent contractor, vendor, or other third party who is providing programs or services, the Amenity Manager is responsible for collecting an attendance roster, and records showing the addresses of participants and the fees collected for such programs and remitting the appropriate revenues to the District.

- 22) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
- 23) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- 24) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- 25) Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
- 26) Outdoor grilling is prohibited at all Amenity Facilities (with the exception of permanent grills at Lakeside amenity facility) unless at a District-approved special event where grilling is pre-approved by the Amenity Manager.

GENERAL AMENITY FACILITY USAGE POLICY

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

- 1) **Hours:** The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.
- 2) **Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (813) 933-5571.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

Rentals of the Waterset Club shall be subject to the District's Rule adopting a Schedule of Fees for the Use of District Amenity Facilities. No rentals of the Waterset Club or other District amenity facilities shall be reserved or scheduled more than six (6) mothes prior to the date of the planned event.

INSTRUCTOR USE OF DISTRICT PROPERTY

Any person wishing to conduct or instruct a class or program on District property, whether fee-based or free, must be pre-approved by the appropriate Community Development District Board of Supervisors. The Board of Supervisors may, at its discretion, delegate this authority to the Community Director. A fully completed and approved Instructor Agreement, proof of compliance with the District's insurance requirements and proof of any requested instructor certification requirements must be on file with the District prior to the commencement of the first class and must remain in effect throughout the duration of the class or program. Approved instructors are bound by the Instructor Agreement which is incorporated herein by this reference. Failure to comply with the provisions of the Instructor Agreement will result in cancellation of the class or program.

GENERAL RULES FOR SWIMMING POOL

The pool, pool deck, and slide areas of the facilities are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the facility shall be responsible for any and all damage and expenses arising from the event.

****NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK****

Pool Hours:

September and October:	Open Dawn	Close 7:00 PM
November through February:	Open Dawn	Close 5:30 PM
March and April:	Open Dawn	Close 7:00 PM
May through August:	Open Dawn	Close 8:30 PM

- 1) All Patrons must use their assigned Facility Access Card issued to them upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the swimming pools area.
- 2) Children under fourteen (14) years of age must be accompanied by a Parent or Adult Patron at all times for usage of the pool facilities.
- 3) Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- 4) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at your own risk while adhering to swimming pool rules.
- 5) Showers are required before entering the pool.

- 6) Glass containers are not permitted in the pool area.
- 7) Alcoholic beverages are not permitted in the pool area.
- 8) No jumping, pushing, running or other horseplay is allowed in the pool or pool deck.
- 9) Hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
- 10) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool or pool deck.
- 11) Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Supervisors.
- 12) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- 13) Any person swimming during non-posted swimming hours may be suspended from using the pool facility and/or all of the Amenity Facilities.
- 14) Proper swim attire must be worn in the pool. No denim or cotton shorts permitted.
- 15) No chewing gum is permitted in the pool or pool deck.
- 16) For the comfort of others, the changing of diapers or clothes is not allowed at pool side.
- 17) No one shall pollute the pool. Anyone who does pollute these areas is liable for any costs incurred in treating and reopening the pool.
- 18) Remote controlled water craft are not allowed in the pool area.
- 19) Pool entrances must be kept clear at all times.
- 20) No swinging on ladders, fences, or railings is allowed.
- 21) Pool furniture is not to be removed from the pool area.
- 22) Loud, profane, or abusive language is absolutely prohibited.
- 23) No physical or verbal abuse will be tolerated.
- 24) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- 25) Pets, (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
- 26) The Amenity Staff reserves the right to authorize all programs and activities, with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Home Owner's Association Sponsored Events.

SLIDE RULES

- 1) Riders must be at least 44" tall.
- 2) Weight limit for slides is 300 pounds.
- 3) Persons who are pregnant, have heart conditions or back problems should not ride the slides.
- 4) The slide is only available for use when attendants are present.
- 5) Staff has the authority to adjust slide operating times.
- 6) No guarantee is made to slide availability, slide may be closed due to low attendance, weather or other reasons without notice.
- 7) All riders must use the slide at their own risk.
- 8) Only one rider is allowed on the slide at one time, no multiple or chain riding.

- 9) Children are not permitted to ride down the slide with an adult.
- 10) All riders must be able to swim.
- 11) No life jackets, inflatables, mats or rafts are permitted on slides.
- 12) No jewelry, hair combs or shoes are permitted when using slides.
- 13) All patrons must obey instructions given by staff who have the authority to prevent any conditions which leads to unsafe operation of the slides.
- 14) Do not use the slides when under the influence of alcohol or impairing drugs.
- 15) No diving, running, standing, kneeling, rotating, tumbling or stopping on slides.
- 16) Riders must be seated, feet first. No traveling head first down the slide.
- 17) Keep all body parts within the slide.
- 18) Immediately swim away from the slide upon exit.
- 19) Proper swim attire must be worn. Swimwear with rivets, zippers or metal are not permitted as they can cause personal injury and damage to the slide.
- 20) Anyone observing violations of the Policies should bring it to the attention of staff.
- 21) Failure to abide by these rules may result in suspension of amenity privileges.
- 22) Staff has the ability to interpret and enforce these rules at their discretion to ensure the safety of Patrons.
- 23) CALL 911 IN CASE OF EMERGENCY

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

- 1) If contamination occurs, the affected pool will be fenced off and closed for twenty-four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.
- 2) Parents should take their children to the restroom before entering the pool.
- 3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

ADA CHAIR LIFT USAGE POLICY

- 1) ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate for users.
- 2) Chair lifts are designed for self use. Amenity Management Staff is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
- 3) Use of the chairs lifts by non-disabled Patrons or Guests will result in immediate suspension from the facility for a period of one (1) day, no exceptions.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

- 1) Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
- 2) Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.

- 3) Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

FITNESS CENTERS POLICIES

- 1) All Patrons using the Fitness Centers are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of the Fitness Centers equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.
- 2) **Please note the Fitness Centers are unattended facilities. Persons using the facilities do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Centers are encouraged to consult with a physician prior to commencing a fitness program.**
- 3) **Hours:** The Fitness Centers are open for use by Patrons during normal operating hours to be established and posted by the District.
- 4) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- 5) **Eligible Users:** Patrons sixteen (16) years of age and older are permitted to use the Fitness Centers during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Centers at anytime. Patron must provide proof of age if requested by Staff to use the Fitness Centers.
- 6) **Guest Policy:** No Guests are allowed in the Fitness Centers at anytime. Patrons may bring a trainer to the Fitness Centers for personal training sessions only. Personal trainers must be preapproved by the Community Director.
- 7) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Centers. Water is permitted in the Fitness Centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- 8) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Centers. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
- 9) **General Policies:**
 - a) Each individual is responsible for wiping off fitness equipment after use.
 - b) Use of personal trainers is not permitted in the Fitness Centers unless preapproved by the District.
 - c) Hand chalk is not permitted to be used in the Fitness Centers.
 - d) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
 - e) Weights or other fitness equipment may not be removed from the Fitness Centers.
 - f) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - g) Please replace weights to their proper location after use.

- h) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- i) Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Centers.

FITNESS CENTER POLICIES APPLICABLE TO PERSONAL TRAINERS

The following rules apply to all Personal Trainers regardless of whether the Personal Trainer is also a Patron. These rules apply in addition to general Fitness Center Policies.

- 1) A Patron who has a valid facility access card and is at least 16 years of age may bring an approved Personal Trainer to the fitness center to conduct one-on-one training.
- 2) Personal Trainers may not conduct classes with more than one Patron at a time.
- 3) No guests are permitted in the Fitness Center and a Personal Trainer may not bring a non-resident to the facility.
- 4) Personal Trainers must be pre-approved by the Community Director and must furnish proof of insurance and proper certification. Registration forms may be obtained from the Resident Services Office. Once approved, a Personal Trainer ID badge will be issued and must be worn while in the Fitness Center. The ID badge will include an expiration date that coincides with insurance expiration. In order to continue to provide personal training using District facilities, insurance and certification must be kept up to date.

BASKETBALL AND VOLLEYBALL COURT FACILITY POLICIES

All Patrons and Guests using the Basketball and Volleyball Court Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Basketball and Volleyball Court Facilities if accompanied by a Patron.

Please note that the Basketball and Volleyball Courts are unattended Facilities and persons using the Facilities do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

- 1) **Hours:** The Basketball Court Facility is available for use by Patrons during normal operating hours which are posted. The Basketball Court lights are set via timer. The Volleyball Court is open dawn to dusk and the Court does not have lights. These Facilities may not be reserved and are available on a first come first serve basis unless otherwise programmed by the District.
- 2) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.

- 3) **Proper Attire:** Proper basketball or athletic shoes and attire are required at all times while on the Basketball Court. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants. Footwear is not required on the Volleyball Court.
- 4) **General Policies:**
 - a) The Basketball Court Facility is for the play of Basketball only and the Volleyball Court Facility is for the play of Volleyball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at these Facilities.
 - b) Beverages are permitted at the Basketball and Volleyball Courts if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Basketball or Volleyball Courts.
 - c) Alcoholic beverages are not permitted on Basketball or Volleyball Courts.
 - d) Anyone under the age of fourteen (14) is not allowed to use the Basketball and Volleyball Court Facilities unless accompanied by an Adult Patron.
 - e) The Basketball and Volleyball Courts are available on a first come, first serve basis. It is recommended that persons desiring to use the Basketball or Volleyball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance. Use of the Basketball and Volleyball Court is limited to one (1) hour when others are waiting.
 - f) Proper Basketball and Volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - g) Persons using the Basketball and Volleyball Court Facilities must supply their own equipment.
 - h) The courts and surrounding areas must be cleaned up by the Patron after use.
 - i) Usage of the Basketball and Volleyball Court Facilities by Guests, unless accompanied by a Patron, is strictly prohibited.
 - j) The exclusive and reserved scheduled uses of the courts are limited to the community-based teams and programs schedule through the Amenity Staff.

PICKLEBALL AND TENNIS COURT POLICIES

All Patrons and Guests using the Waterset Club Pickleball and Tennis Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Facilities if accompanied by a Patron.

Facilities and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

- 1) **Hours:** The Pickleball and Tennis Facilities are available for use by Patrons from 7:00 am to 10:00 pm, Monday thru Sunday. Tennis Court lights are on a timer system. Timer cannot be set past 10:00pm.
- 2) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.

3) **General Policies:**

- a) Court use is limited to one (1) hour when other Patrons and/or Guests are waiting. Court use limit commences upon Patron and/or Guest arrival.
- b) Usage is available on a first come first serve basis, unless otherwise programmed by the District.
- c) Schedules of programs will be posted.
- d) Proper attire is required.
- e) Patrons and Guest must supply their own equipment.
- f) Use of glass containers on the tennis court is not permitted.
- g) The Tennis Club is for the play of tennis only. Pets and the use of roller blades, bikes, skates, skateboards and scooters are prohibited on the pickleball and tennis courts.

GAME ROOM POLICIES

- 1) Game Room hours mirror the interior operating hours of the Amenity Facility
- 2) All Patrons must have their assigned Facility Access Card to enter the Game Room.
- 3) All Patrons must present their assigned Facility Access Card to the staff person on duty in order to check out Game Room equipment including but not limited to game controller access, game controllers, and shuffle board pucks.
- 4) Usage of each game is limited to a maximum amount of time of one (1) hour of play per game.
- 5) No one under the age of twelve (12) is allowed in the Game Room unless accompanied by a resident eighteen (18) years or older.
- 6) The Guest Policy is as follows – Patrons sixteen (16) and seventeen (17) years of age are permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron sixteen (16) and seventeen (17) years of age. A Family, as defined in these Policies, is limited to a maximum of four (4) total Guests. One of the Family members present must be eighteen (18) years of age or older in order to bring up to four (4) total Guests.
- 7) No food or drinks allowed in the Game Room.
- 8) No running.
- 9) No horseplay.
- 10) No profanity.
- 11) No wet bathing suits or towels.
- 12) Any violation of these rules could result in expulsion from the Game Room for a minimum for one day.

FISHING AND POND POLICIES

Only Patrons and their Guests may fish from ponds located within the District. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District operates under a catch and release policy for all fish caught in the ponds. The ponds serve as stormwater management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

- 1) Fishing is only permitted from dawn until dusk in District owned ponds.
- 2) The District operates under a catch and release policy. Removal of fish for personal keep or consumption is not authorized.
- 3) Spear fishing or the use of Spear Guns, Bow & Arrows, and Firearms are not permitted as acceptable methods to fish.
- 4) Cast Netting is prohibited.
- 5) Removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival. De-Hookers or needle-nose pliers need to be carried by authorized users at all times.
- 6) Circle Hooks are recommended for all live bait fishing.
- 7) In events when dangerous wildlife is “caught” by hook or lure, the line(s) should be cut at a safe distance so as to avoid possible bodily injury and harm.
- 8) The use of traps is strictly prohibited.
- 9) The use of profanity or disruptive behavior will not be tolerated.
- 10) All trash or debris must be disposed of in the appropriate receptacles. The philosophy of “If you bring it with you, you must take it with you when you leave” is employed.
- 11) Fish are not to be moved from one pond to another.
- 12) Authorized Users are not allowed to introduce or stock any of the lakes or ponds.
- 13) Authorized Users will be responsible to obtain any permits or licenses that may be required under Florida Law to legally fish. Any monetary penalties or fees incurred by the District as a result of user’s failure to acquire such required permits or licenses will be the liability of the individual determined to be in violation.
- 14) **General Polices:**
 - a) Swimming is prohibited in all ponds on District property.
 - b) No watercrafts of any kind are allowed in any of the ponds on District property.
 - c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
 - d) Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
 - e) There is a 20-foot District owned buffer surrounding each pond, residents may fish in the 20-foot buffer during the hours of dawn to dusk. Please be respectful of adjacent resident homes.
 - f) Homeowners whose lot abuts the pond are responsible for mowing, weeding and trash removal to the water’s edge.

POLICIES FOR ALL PARKS AND PLAYGROUNDS

- 1) Parks and playgrounds are available on a first come first serve basis, no reservations are permitted.
- 2) Parks and playgrounds are for recreational use only by Patrons and Guests. Organized assemblies are not permitted without approval of the Amenity Manager.
- 3) Guests must be accompanied by Patrons in accordance with the Districts guest policies.
- 4) Children under the age of eight (8) must be accompanied by an adult Patron.
- 5) No grills of any kind are permitted, with the exception of the permanent grills at the Lakeside amenity.

- 6) Lakeside amenity grills must be cleaned after each use, with coals removed and disposed of in the proper container, and grates scrubbed and cleaned.
- 7) The use of fireworks is prohibited.
- 8) No roughhousing at the parks and playgrounds.
- 9) Persons using the parks and playgrounds must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- 10) The use of profanity or disruptive behavior is absolutely prohibited.
- 11) Alcoholic beverages are not permitted on the parks or playgrounds.
- 12) Inflatable equipment, such as bounce houses, is not permitted at the parks or playgrounds.
- 13) Parks and playgrounds hours are as posted. If not posted then hours are from dawn to dusk, Monday thru Sunday.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Hillsborough County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the CDD and all required permits from all authorities having jurisdiction including Hillsborough County, and SWFWMD. Such abutting property owner must initially contact the CDD for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Hillsborough County, and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

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POLICY ADOPTION PROCESS SUMMARY

The Policies for all Amenity Facilities were originally adopted at a publicly noticed meeting by the Board of Supervisors for the Waterset Central Community Development District on June 5th, 2018.

Attest:

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 8

INVOICE

**MDS Handyman & Pressure Cleaning Co.,LLC**

104 12th Street SW
Ruskin, FL 33570

813-260-7322
Fax:813-641-0256
Mdshandyman2017@gmail.com

BILL TO

Attn: Kathy
Waterset manager
Watersetmanager@castlegroup.com

INVOICE #

1860

INVOICE DATE

02/10/2023

DESCRIPTION	AMOUNT
Club house pressurecleaning \$2000.00	2,500.00
A. The roof and soffit	
B. Walls	
C. The side walks around the building	
D. All the areas around the pool area an additional \$500.00	
TOTAL	\$2,500.00 USD

Tab 8A



January 22, 2023

Waterset Central CDD
3434 Colwell Avenue Suite 200
Tampa, Florida 33619
Attn: Katiria Parodi / Property Manager
Kparodi@castlegroup.com

Project: **Clubhouse Roof and Building Cleaning**

The pressure cleaning of metal roof on the clubhouse for Waterset located at 7281 Paradiso in Apollo Beach, Florida as outlined in the Scope of Work below:

Scope of Work:

1. Pressure clean the metal roof to remove dirt and loose contaminants.
2. Soft wash building exterior.
3. Water source to be supplied by the Association.

Paintmaster, Inc., DBA Munyan Painting Service proposes to furnish all labor, materials and equipment to complete in accordance with the above-mentioned Scope of Work for the sum of: \$ 2,800.00

The above price and Scope of Work is satisfactory and hereby accepted. Please sign one (1) copy and return.

Signed _____ . Date
_____ .

Sincerely yours,

Billy Jones, Estimator/Project Manager

Tab 9

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

The landowner's meeting of the Bexley Community Development District was held on **Thursday, November 10, 2022, at 9:02 a.m.**, at the Offices of Rizzetta & Co., located 2700 S. Falkenburg Rd., Suite 200, Riverview, FL 33578.

Present was:

Deneen Klenke

Proxy Holder, NNP-Southbend II, LLC

Also present were:

Jerry Whited

District Manager, Rizzetta & Company

FIRST ORDER OF BUSINESS

Call to Order

Mr. Whited called the landowner's meeting to order.

SECOND ORDER OF BUSINESS

Election of Meeting Chairman

Ms. Klenke appointed Mr. Whited as the meeting Chairman.

THIRD ORDER OF BUSINESS

Determination of Number of Voting Units

Ms. Klenke presented her official proxy and ballot showing a total of 41 acres for a total of 41 authorized votes.

FOURTH ORDER OF BUSINESS

Nomination for Position of Supervisor

Ms. Klenke nominated Deneen Klenke, Lynda McMorrow, and Pam Parisi as Supervisors.

FIFTH ORDER OF BUSINESS

Casting of Ballots

After tallying of the votes, the election results are as follows:

- Deneen Klenke – 41 votes
- Lynda McMorrow – 41 votes

- Pam Parisi – 40 votes

SIXTH ORDER OF BUSINESS

Tabulation of Ballots

Mr. Whited tabulated the ballots as follows:

- Deneen Klenke will receive a 4-year term. Seat #1. Term 11/22 – 11/26.
- Lynda McMorro will receive a 2-year term. Seat #5. Term 11/22-11/24.
- Pam Parisi will receive a 4-year term. Seat #2. Term 11/22-11/26.

SEVENTH ORDER OF BUSINESS

Landowner's Comments

Questions and

There were no questions or comments put forth.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Whited adjourned the landowner's meeting at 9:04 a.m.

Tab 10

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Waterset Central Community Development District was held on Thursday, January 12, 2023, at 9:02 AM at the Offices of Rizzetta & Co., located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578.

Present and constituting a quorum:

Deneen Klenke	Board Supervisor, Chairman
Pete Williams	Board Supervisor, Assistant Secretary
Larry Woster	Board Supervisor, Assistant Secretary
Lynda McMorrow	Board Supervisor, Assistant Secretary

Also present were:

Jerry Whited	District Manager; Rizzetta & Co.
Gail Huff	Representative, Ballenger Irrigation
Alex Gonzalez	Representative, Sunrise Landscape
Katiria Parodi	Clubhouse Manager, Castle Group
Willie Ishida	Representative, Sunrise Landscape
Mike Ciluffo	Representative, Sunrise Landscape MIT
Erin McCormick	District Counsel, Erin McCormick Law
John Toborg	Landscape Inspection Manager, Rizzetta & Co. via conf. call
Jeff Cane	Representative, Sunrise Landscape
Matthew Huber	Regional District Manager, Rizzetta & Co.
Kelly Sobrito	Community Associations Manager, Rizzetta & Co.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Whited called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of Sitex Aquatic
Services Contract**

The Board considered the Sitex Aquatics Contract. The Start date will be February 1st. Mr. Williams asked once Sitex got started to have them review the Spikerush that the residents have questioned to see if it was the appropriate levels/amount.

On a motion by Mr. Williams, seconded by Ms. Klenke, the Board unanimously approved the Sitex Aquatic Services Contract in substantial form and authorize the Chair/Vice Chair to execute, for the Waterset Central Community Development District.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Landscape & Irrigation

**1. Presentation of Waterway Inspection Report
(Under Separate Cover)**

Mr. Whited mention that he received a few complaints about the amount of Spike Rush, in which the current Aquatic Vendor responded that they felt it was within the acceptable level.

2. Landscape Inspection Report

The Board received the Field Inspection Report from Mr. Toborg. Next report will contain a summary of the fertilizer that has been applied. Plants and Turf that have already been affected by the cold weather are to be left in place until March 2023. Mr. Toborg requested that Ms. Parodi explain the reasoning of this to any residents that may ask. Mr. Toborg cautioned the landscape crews on the application of herbicide and overspray. Mr. Toborg called attention to item #11 on his report regarding the drop-off near the school and that this area needs to be addressed by the school's contract. Mr. Woster mentioned that several attempts have been made to reach the school's contract and the school itself, but no response have received at this time.

3. Landscape Contractor Update

The Board received the Landscape Contractor Update from Mr. Gonzalez and he mentioned further that the overspray grasses cut free issues have been addressed with the crews. A discussion ensued regarding the Crape Myrtle trimming

91 **4. Irrigation Report**

92
93 The Board received the irrigation contractor update from Ms. Huff and she
94 mentioned that her team is currently monitoring the weather for the upcoming weekend
95 and if needed they would take the appropriate measures to drain or set on drip the
96 irrigation system. A representative from Sunrise inquired about pressure issues and
97 request that the water be cutback.
98

99 **B. District Counsel**

100
101 Present and no report. The District Manager and District Counsel will continue working
102 on the resident's easement item. The District Manager will update the Board once this matter
103 has been resolved and will also contact the resident.
104

105 **C. District Engineer**

106
107 Not present and no report. Mr. Whited updated the Board on the maintenance map
108 revisions and indicated WSN CDD did not meet in December so this was still pending their
109 approval before WSC CDD can approve.
110

111 **D. Clubhouse Manager**

112
113 **1. Presentation of Management Report**

114
115 The Board received the Clubhouse Manager update.
116

117 The Board agreed to deny residents request for CDD access to install their pool
118 screen/cage.
119

<p>On a motion by Mr. Williams, seconded by Ms. Klenke, the Board unanimously approved the revised gathering room policy, as presented by Ms. Parodi, for the Waterset Central Community Development District.</p>
--

120
121 The Board denied the pickleball request. Ms. Parodi is to provide the Board with an
122 updated schedule of usage of all courts with days/times listed. The Board requested to
123 review the current tennis lessons contract at their next meeting.
124

125 **E. District Manager**

126
127 The Board received the District Manager's update. The next meeting will be
128 February 9, 2023.
129
130
131
132
133

FIFTH ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' Regular Meeting held on
December 8, 2022**

The Board considered the Minutes of the Regular Meeting of the Board of Supervisors held December 8, 2022.

On a motion by Mr. Williams, seconded by Ms. Klenke, the Board unanimously approved the Minutes of the Board of Supervisors Meeting held on December 8, 2022, for the Waterset Central Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for
September 2022**

The Board considered the Operation and Maintenance Expenditures for September 2022.

On a motion by Mr. Williams, seconded by Ms. Klenke, the Board unanimously approved the Operation and Maintenance for September 2022, in the amount of \$121,059.35, for the Waterset Central Community Development District.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Klenke requested the clubhouse managers opinion on Security and requested that Ms. Parodi follow up with them to ensure they understood the scope of work and the Board's expectation of them.

Mr. Williams commented on the Board O&M packages.

EIGHTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Klenke, seconded by Mr. Williams, the Board unanimously approved to adjourn the meeting at 10:09 a.m., for the Waterset Central Community Development District.

Assistant Secretary

Chair / Vice Chair

Tab 11

Waterset Central Community Development District

District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.watersetcentralcdd.org

Operations and Maintenance Expenditures

October 2022

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$

90,995.75

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Accurate Electronics, Inc.	100053	112404	Amenity Gates - Lightning Strike 09/22	\$ 4,301.87
Accurate Electronics, Inc.	100057	112745	50% Deposit - Lightning Damage 09/22	\$ 3,623.36
BCI Entities, LLC	100068	222227	Irrigation Repairs 10/22	\$ 625.00
BCI Entities, LLC	100075	222222	Irrigation Maintenance 10/22	\$ 5,481.00
Camilla Schubart	100054	091222 Schubart	Rental Deposit Refund	\$ 200.00
Castle Management, LLC	100055	PREIM09-09-22-305	Payroll Pay Period 08/20/2022-09/02/2022	\$ 7,053.81
Castle Management, LLC	100058	PREIM09-23-22-302	Payroll Pay Period 09/03/22-09/16/22	\$ 7,259.37
Castle Management, LLC	100069	INS-0922-255	Insurance Reimbursement 09/22	\$ 226.00
Castle Management, LLC	100069	MISC-0922-029	Janitorial Service 09/22	\$ 1,511.13
DeAnna Ward	100059	101122 Ward	Rental Deposit Refund	\$ 200.00
FitRev, Inc.	100070	26610	Service Call - Treadmill 10/22	\$ 268.00
Flavio Barraboui	100060	101122 Barraboui	Rental Deposit Refund	\$ 100.00

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Department of Revenue	100061	39-8017823354-9 09/22	Sales & Use Tax Payable Quarterly	\$ 618.05
Frontier Florida, LLC	100071	813-741-0603-061118-5 10/22	Fios Internet 10/22	\$ 523.44
Heidt Design, LLC	100072	45738	Engineering Services 09/22	\$ 675.00
Innersync Studio, Ltd	100062	20846	ADA Website Quarterly 10/22	\$ 384.38
Julia Padilla	100063	100822 Padilla	Rental Deposit Refund	\$ 200.00
Municipal Asset Management, Inc.	100073	618615	Lease Payment on Fitness Equipment 10/22	\$ 1,323.91
Republic Services	100056	0696-001056733	(1) Waste & (1) Recycle Container Service 10/22	\$ 684.22
Rizzetta & Company, Inc.	100064	INV0000071864	Assessment Roll FY22/23	\$ 5,356.00
Rizzetta & Company, Inc.	100065	INV0000071716	District Management Fees 10/22	\$ 5,127.04
Suncoast Pool Service, Inc.	100076	8723	Monthly Pool Service 10/22	\$ 1,850.00
Sunrise Landscape	100066	7260	Fertilize St. Augustine & Palms 09/22	\$ 3,999.00
Sunrise Landscape	100066	7261	Pest Control 09/22	\$ 350.00

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Sunrise Landscape	100077	7569	Monthly Landscape Maintenance 10/22	\$ 25,925.00
Tampa 2 Security, Inc	100067	1237	Security Patrol 10/01/22	\$ 1,280.00
Tampa 2 Security, Inc	100074	1243	Security Patrol 10/15/22	\$ 1,280.00
TECO	ACH	321000017137 09/22	Summary Bill 09/22	\$ 8,641.85
Waterset Central CDD	DC100722	DC100722	Debit Card Replenishment	<u>\$ 1,928.32</u>
Total				<u>\$ 90,995.75</u>

Tab 11A

Waterset Central Community Development District

District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.watersetcentralcdd.org

Operations and Maintenance Expenditures November 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$

108,370.72

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Accurate Electronics, Inc.	100085	113345	Monthly Maintenance 10/22	\$ 392.00
BCI Entities, LLC	100086	222253	Irrigation Repairs 10/22	\$ 415.00
BCI Entities, LLC	100086	222277	Irrigation Repairs 11/22	\$ 149.00
BOCC Pasco County Utilities	ACH	7687161865 09/22	Summary 09/22	\$ 3,059.11
Castle Management, LLC	100087	PREIM10-07-22-305	Payroll Pay Period 09/17/22-09/30/22	\$ 6,986.74
Castle Management, LLC	100087	PREIM10-21-22-309	Payroll Pay Period 10/01/22-10/14/22	\$ 5,955.04
Castle Management, LLC	100091	INS-1022-259	Insurance Reimbursement 10/22	\$ 226.00
Castle Management, LLC	100091	MISC-1022-050	Janitorial Service 10/22	\$ 1,245.70
Castle Management, LLC	100091	PREIM11-04-22-309	Payroll Pay Period 10/15/22-10/28/22	\$ 7,257.60
Department of Economic Opportunity	100078	87295	Special District Fee FY22/23	\$ 175.00
Erin McCormick Law, P.A.	100088	10618	General Legal Services 10/22	\$ 2,653.08
Frontier Florida, LLC	ACH	813-741-0603-061118-5 11/22	Fios Internet 11/22	\$ 530.68

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
MaxTech	100092	6218	Service Call - IT 10/22	\$ 300.00
Municipal Asset Management, Inc.	100093	618642 11/22	Lease Payment on Fitness Equipment 11/22	\$ 1,323.91
Nvirotect Pest Control Service, Inc.	100079	276998	Monthly Pest Control #12545 10/22	\$ 185.00
Nvirotect Pest Control Service, Inc.	100079	277497	Additional Service - Pest Control 10/22	\$ 135.00
Payne Air Conditioning & Heating, Inc.	100094	C39741	Preventative Maintenance 10/22	\$ 396.00
Republic Services	100080	0696-001063056	(1) Waste & (1) Recycle Container Service 11/22	\$ 957.34
Rizzetta & Company, Inc.	100081	INV0000072552	District Management Fees 11/22	\$ 5,127.01
Suncoast Pool Service, Inc.	100095	8807	Monthly Pool Service 11/22	\$ 1,850.00
Sunrise Landscape	100089	7862	Replace Maple - Paseo Al mar 10/22	\$ 950.00
Sunrise Landscape	100089	7863	Plant Replacement 10/22	\$ 855.00
Sunrise Landscape	100089	7864	Hurricane Ian Cleanup 10/22	\$ 9,297.50
Sunrise Landscape	100089	7877	Pest Control 10/22	\$ 380.00

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Sunrise Landscape	100089	7878	Fertilize St. Augustine, Bahia & Ornamentals 10/22	\$ 3,122.00
Sunrise Landscape	100089	7890	Plant Replacement - Westside of CGD 10/22	\$ 4,335.00
Sunrise Landscape	100089	7891	Remove Palm - Paseo & Waterset Blvd. 10/22	\$ 1,527.50
Sunrise Landscape	100089	7892	Remove Palm - Paseo & Paradiso 10/22	\$ 1,760.00
Sunrise Landscape	100089	7893	Remove Palm - Paseo & Waterset Blvd 10/22	\$ 595.00
Sunrise Landscape	100089	8012	Plant Cutbacks - Mooring Line Cir 10/22	\$ 3,750.00
Sunrise Landscape	100096	8001	Monthly Landscape Maintenance 11/22	\$ 25,925.00
Tampa 2 Security, Inc	100082	1230	Security Patrol 09/17/22	\$ 1,280.00
Tampa 2 Security, Inc	100084	1250	Security Patrol 10/29/22	\$ 1,280.00
Tampa 2 Security, Inc	100097	1261 11/22	Security Patrol 11/12/22	\$ 1,280.00
TECO	ACH	321000017137 10/22	Summary Bill 10/22	\$ 8,994.88
The NIDY Sports Construction Company	100090	13388	Install Pickleball Center Strap 07/22	\$ 900.00

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Times Publishing Company	100083	0000252474 10/19/22- 10/26/22	Legal Advertising Account #173492 10/22	\$ 1,000.36
Waterset Central CDD	DC110122	DC110122	Debit Card Replenishment	<u>\$ 1,819.27</u>
Total				<u>\$ 108,370.72</u>

Tab 11B

Waterset Central Community Development District

District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.watersetcentralcdd.org

Operations and Maintenance Expenditures December 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$

103,661.46

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Accurate Electronics, Inc.	100100	113700 11/22	Monthly Maintenance 11/22	\$ 196.00
Accurate Electronics, Inc.	100100	114333 12/22	Monthly Maintenance 11/22	\$ 196.00
Accurate Electronics, Inc.	100100	114350 11/22	Service Call - Install DSX 11/22	\$ 1,134.40
Accurate Electronics, Inc.	100112	114494	Service Call - Dog Park Gate 12/22	\$ 167.40
Alvarez Plumbing Company	100101	30286 11/22	Service Call - Restroom 11/22	\$ 862.94
Ballenger & Company, Inc.	100102	222283 11/22	Irrigation Repairs 11/22	\$ 215.00
Ballenger & Company, Inc.	100113	221271	Irrigation Maintenance 12/22	\$ 7,481.00
Castle Management, LLC	100103	PREIM11-18-22-306	Payroll Pay Period 10/29/2022 - 11/11/2022	\$ 6,292.54
Castle Management, LLC	100114	PREIM12-02-22-309	Payroll Pay Period 11/12/2022 - 11/25/2022	\$ 4,818.54
Castle Management, LLC	100115	MISC-1122-048	Janitorial Service 11/22	\$ 1,281.20
Castle Management, LLC	100116	INS-1122-262	Insurance Reimbursement 11/22	\$ 226.00
FitRev, Inc.	100104	26916 11/22	Quarterly Maintenance 11/22	\$ 340.00

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Natural Gas	100098	746776ES	7281 Paradiso Drive Pool Heaters 09/22	\$ 124.30
Florida Natural Gas	ACH	760115ES	760115ES 10/22 ACH	\$ 312.63
Frontier Florida, LLC	ACH	813-741-0603-061118-5 12/22 ACH	Fios Internet 12/22 ACH	\$ 554.37
Hawkins Service Company	100105	220224 11/22	Replaced One 6' LED Can - Ceiling 11/22	\$ 437.00
Heidt Design, LLC	100106	46361 11/22	Engineering Services 11/22	\$ 458.75
Hillsborough County BOCC	100107	7687161865 11/22	Water Summary 11/22	\$ 1,221.06
Nvirotect Pest Control Service, Inc.	100108	279621 11/22	Monthly Service - Pest Control 11/22	\$ 185.00
Nvirotect Pest Control Service, Inc.	100108	280119 11/22	Additional Service - Pest Control 11/22	\$ 135.00
Nvirotect Pest Control Service, Inc.	100117	282126 12/22	Monthly Service - Pest Control 12/22	\$ 185.00
Nvirotect Pest Control Service, Inc.	100117	282596 12/22	Additional Service - Pest Control 12/22	\$ 135.00
Republic Services	ACH	0696-001069916 12/22	(1) Waste & (1) Recycle Container Service 12/22	\$ 835.07
Rizzetta & Company, Inc.	100099	INV0000073198	District Management Fees 12/22	\$ 5,127.01

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Suncoast Pool Service, Inc.	100109	8892 12/22	Monthly Pool Service 12/22	\$ 1,850.00
Sunrise Landscape	100110	8261 11/22	Landscape - Mulch 11/22	\$ 27,000.00
Sunrise Landscape	100110	8293 11/22	Fertilization and Herbicide 11/22	\$ 3,999.00
Sunrise Landscape	100110	8294 11/22	Pest Control 11/22	\$ 530.00
Sunrise Landscape	100110	8465 12/22	Monthly Landscape Maintenance 12/22	\$ 25,925.00
Tampa 2 Security, Inc	100111	1264 11/22	Security Patrol 11/24/22	\$ 1,280.00
Tampa 2 Security, Inc	100118	1273 12/10/22	Security Patrol 12/10/22	\$ 1,280.00
TECO	ACH	321000017137 11/22 168	Summary Bill 11/22	<u>\$ 8,876.25</u>
Total				<u>\$ 103,661.46</u>

Tab 11C

Waterset Central Community Development District

District Office · Riverview, Florida · (813)-533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.watersetcentralcdd.org

Operations and Maintenance Expenditures

January 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$

87,263.73

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Accurate Electronics, Inc.	100132	114909 01/23	Monthly Maintenance 01/23	\$ 196.00
Castle Management, LLC	100121	PREIM12-16-22-306	Payroll Pay Period 11/26/2022 - 12/09/2022	\$ 5,215.51
Castle Management, LLC	100133	PREIM12-30-22-303	Payroll Pay Period 12/09/2022 - 12/22/2022	\$ 4,860.87
Castle Management, LLC	100141	MISC-1222-047	Janitorial Service 12/22	\$ 1,153.21
Deborah Spence	100122	110122 Spence	Rental Deposit Refund	\$ 200.00
F Peter Williams	100119	PW120822	Board of Supervisors Meeting 12/08/22	\$ 200.00
F Peter Williams	100144	PW011223 - 168	Board of Supervisors Meeting 01/12/23	\$ 200.00
FitRev, Inc.	100145	27261	Fitness Equipment - Chain Assembly Kit 01/23	\$ 269.00
FitRev, Inc.	100145	27269	Fitness Equipment - Glide Cables 01/23	\$ 879.00
Florida Department of Revenue	100139	39-8017823354-9 01/23	Sales & Use Tax Payable Quarterly	\$ 545.17
Florida Natural Gas		773159ES	7281 Paradiso Drive Pool Heaters 11/22	\$ 553.44
Frontier Florida, LLC		813-741-0603-061118-5 01/23	Fios Internet 01/23	\$ 557.85
Hillsborough County BOCC	100134	7687161865 12/22	Water Summary 12/22	\$ 2,242.67

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Innersync Studio, Ltd	100135	21009 01/23	ADA Website Quarterly 01/23	\$ 384.38
Julie Padilla	100123	100822 Padilla	Rental Deposit Refund	\$ 200.00
Municipal Asset Management, Inc.	100136	618671 12/22	Lease Payment on Fitness Equipment 12/22	\$ 1,323.91
Municipal Asset Management, Inc.	100140	618698 01/23	Lease Payment on Fitness Equipment 01/23	\$ 1,323.91
Nicole McIntyre	100124	112322 McIntyre	Rental Deposit Refund	\$ 200.00
Nvirotect Pest Control Service, Inc.	100142	284174 01/23	Monthly Service - Pest Control 01/23	\$ 185.00
Nvirotect Pest Control Service, Inc.	100142	285192 01/23	Additional Service - Pest Control 01/23	\$ 135.00
OnSight Industries LLC	100146	006-22-332074-1	Stop Sign 01/23	\$ 786.25
Republic Services	100125	0696-001076189 01/23	(1) Waste & (1) Recycle Container Service 01/23	\$ 735.64
Rizzetta & Company, Inc.	100120	INV0000074636	District Management Fees 01/23	\$ 5,127.01
Rizzetta & Company, Inc.	100129	INV0000074850	Annual Dissemination Services 01/23	\$ 5,000.00
Securiteam, Inc.	100137	16298 12/22	Access Cards 12/22	\$ 618.00
Sunrise Landscape	100126	8747	Install (3) Palms - Paseo Del Mar 12/22	\$ 10,305.00

Waterset Central Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Sunrise Landscape	100126	8748	Plant Replacement - Milestone 12/22	\$ 1,132.50
Sunrise Landscape	100147	9054 12/22	Plant Replacement - WSBLVD 12/22	\$ 1,320.00
Sunrise Landscape	100148	8916 01/23	Monthly Landscape Maintenance 01/23	\$ 25,925.00
Tampa 2 Security, Inc	100127	1280 12/24/22	Security Patrol 12/24/22	\$ 1,280.00
Tampa 2 Security, Inc	100130	1283	Security Patrol 12/24/22	\$ 1,280.00
Tampa 2 Security, Inc	100143	1287 01/21/23	Security Patrol 01/21/23	\$ 1,280.00
TECO	100138	221008697536 12/22	5701 Madrigal Way - Streetlights 12/22	\$ 222.10
TECO	100138	321000017137 12/22	Summary Bill 12/22	\$ 8,759.81
Twanda Washington	100128	123022 Washington	Rental Deposit Refund	\$ 200.00
Waterset Central CDD	DC 011023	DC011023	Debit Card Replenishment	<u>\$ 2,467.50</u>
Total				<u>\$ 87,263.73</u>