



Rizzetta & Company

Waterset Central Community Development District

Board of Supervisors' Meeting December 8, 2022

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

www.watersetcentralcdd.org

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

December 1, 2022

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

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, December 8, 2022, 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. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A.** Presentation of Oath of Office Tab 1
 - B.** Consideration of Resolution 2023-01, Canvassing And
Certifying Landowners Election..... Tab 2
 - C.** Consideration of Resolution 2023-02, Designating
Officers..... Tab 3
 - D.** Consideration of Frist Addendum to the Contract for
Professional Landscape Inspection Services Tab 4
 - E.** Consideration of Aquatics proposals..... Tab 5
 - F.** Consideration of Solitude renewal contract..... Tab 6
 - G.** Ratification of Landscape Maintenance Map
(Under Separate Cover)
- 4. STAFF REPORTS**
 - A.** Landscape & Irrigation
 1. Presentation of Waterway Inspection Report
(Under Separate Cover)
 2. Presentation of Landscape Inspection Report Tab 7
 3. Landscape Contractor Update
 4. Irrigation Contractor Update Tab 8
 - B.** District Counsel
 - C.** District Engineer
 - D.** Clubhouse Manager
 1. Presentation of Management Report Tab 9
 - E.** District Manager
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors'
Meeting Held on October 13, 2022 Tab 10
- 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,

Jerry Whited

Jerry Whited
District Manager

Tab 1

**WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Board Supervisor Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this ____ day of _____, _____, before me, personally appeared _____ to me well known and known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of Waterset Central Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on:

Tab 2

RESOLUTION 2023-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERSET
CENTRAL COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND
CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF
SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA
STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Waterset Central Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the Community Development District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 10, 2022, and at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____	votes
_____	votes
_____	votes

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, the above-named persons are declared to have been elected for the following terms of office:

_____	4 Year Term	Seat
_____	4 Year Term	Seat
_____	2 Year Term	Seat

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8th day of December, 2022.

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Chairman

ATTEST:

Secretary/Assistant Secretary

Tab 3

RESOLUTION 2023-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING THE OFFICERS OF THE DISTRICT AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the Waterset Central Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. _____ is appointed Chairperson.

Section 2. _____ is appointed Vice Chairperson.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Jerry Whited is appointed Assistant Secretary.

Taylor Nielsen is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of December, 2022.

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chair / Vice Chair

Secretary / Asst. Secretary

Tab 4

**FIRST ADDENDUM TO THE CONTRACT
FOR
PROFESSIONAL LANDSCAPE INSPECTION SERVICES**

This First Addendum to the Contract for Professional Landscape Inspection Services (this “**Addendum**”), is made and entered into as of the _____ day of _____, 20____ (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, located in Hillsborough County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the contract for Professional Landscape Inspection Services dated **July 23, 2019** (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit A** – Schedule of Fees of the Fees and Expenses section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

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 the Consultant agree to the changes to amend **EXHIBIT A** – Schedule of Fees attached.

The amended **Exhibit A** – Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY:

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

COMMUNITY:

Waterset Central Community Development District

BY:

PRINTED NAME:

TITLE:

DATE:

EXHIBIT A

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

MONTHLY

\$700

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00

Tab 5

Assessment of Ponds

Waterset Central CDD



Desirable Vegetation Observed:

- *Eleocharis interstincta* (Jointed Spike Rush). <https://youtu.be/a08Lb2cqtgg>

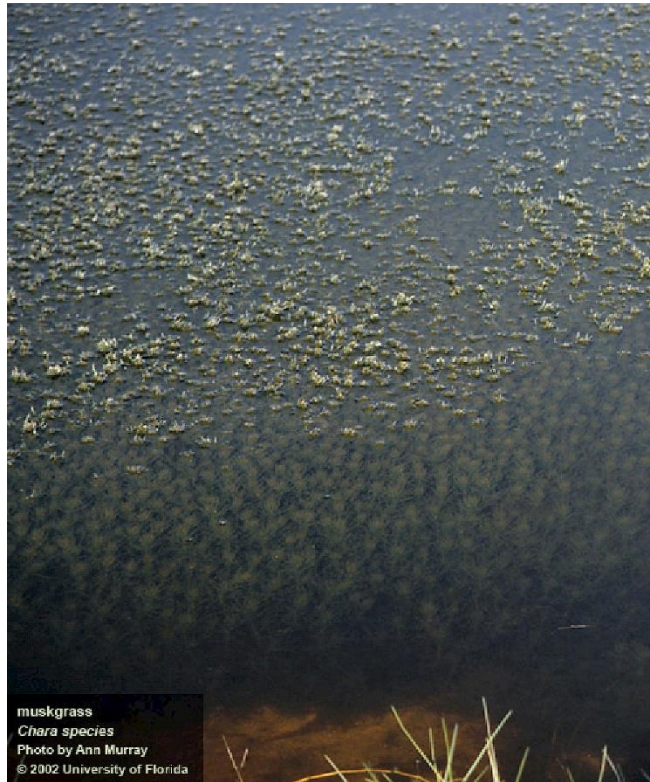


-
- Observed in most Ponds

Undesirable Algae:

- **Filamentous algae** (*Cladophora*, *Pithophora*, and *Spirogyra* spp., and others) often form dense floating mats that can range from green to brown, to red. These mats can be thick and have hair-like quality to them. Generally speaking, these form on the bottom of relatively shallow or clear lakes that have sufficient light penetration to the bottom to support growth. Gases formed during photosynthesis get trapped in the mats, causing them to float to the surface. These algae can be particularly troublesome to desirable submersed plants as the algae cover them over and compete for sunlight. They are also unsightly and complicate fishing, swimming, and other recreation. Particularly as the older mats begin to rot the smell can be unpleasant, further adding to the nuisance of these algae.
- **Charophytes**, or plant-like algae, form very structured colonies that will appear rooted in the sediment with branch-like structures, very much looking like a plant. These are still algae; they are just very structured in their colonies. Kelp, a marine algae, looks very much like a plant but is a clonal algae. In freshwater some of these algae can grow to nuisance levels, impeding navigation and swimming. One example, Chara algae, will often smell like garlic or onions and has an abrasive texture that can impede recreation.

- **Chara species (Muskgrass):** <https://youtu.be/hpNHDgANvTk>



Undesirable emergent vegetation:

- **Panicum repens (torpedo grass).** <https://youtu.be/QVSk1J-QPLo>



- **Typha species (cat-tails).** <https://youtu.be/ECLOYImOuFA>

○



- **Eleocharis baldwinii (Slender spike rush).** https://youtu.be/_sbXkA5z9V4

○



Pond 55:



- Water level: Normal
- Access around pond: Good
- Trash: Moderate

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage

 - Emergent weeds: Moderate coverage
 - Submersed weeds: Moderate coverage
 - Floating: None noted

Pond 56:



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous Significant

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 57



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 58



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal
- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 59



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal
- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage

 - Emergent weeds: Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 60



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 61



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Moderate

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 62



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Moderate

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 63



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Moderate

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 64



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Moderate

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 65



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 67



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara: Moderate coverage

 - Emergent weeds: Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 68



- Water level: Normal
- Access around pond: No Access
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 69



- Water level: Normal
- Access around pond: Poor
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 70



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 71



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Moderate

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 72



- Water level: Normal
- Access around pond: Good
- Trash: Moderate

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 73



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara: None noted

 - Emergent weeds: Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 74



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Minimal coverage
 - Chara: None noted

 - Emergent weeds: Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 75



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara None noted

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 76



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara None noted

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 77



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara: None noted

 - Emergent weeds: Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 78



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara: None noted

 - Emergent weeds: Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 79



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Minimal coverage
 - Chara None noted

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 80



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Moderate coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 81



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - None noted

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara: Minimal coverage

 - Emergent weeds: Moderate
 - Submersed weeds: Minimal
 - Floating: None

Pond 82



- Water level: Normal
- Access around pond: Good
- Trash: Minimal

- Desirable aquatic vegetation:
 - *Eleocharis interstincta* Minimal

- Undesirable aquatic vegetation:
 - Algae:
 - Filamentous: Moderate coverage
 - Chara Minimal coverage

 - Emergent weeds Moderate
 - Submersed weeds: Minimal
 - Floating: None

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Waterset Central CDD hereafter called "customer"

Customer: Waterset Central CDD
C/O: Rizzetta & Company
Contact: Mr. Jerry Whited
Address: 9428 Camden Field Pkwy Riverview, FL 33578
Email: jwhited@rizzetta.com
Phone: 813.533.2950

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

Twenty-Seven (28) Ponds (64 acres) at the Waterset Central community located in Apollo Beach, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. Pond Dye As needed | Included |
| 4. All Services Performed by State Licensed Applicator | Included |
| 5. Treatment Report Issued Monthly | Included |
| 6. Use of EPA Regulated Materials Only | Included |
| 7. Algae callback service as needed | Included |
| 8. Small trash items i.e cups, plastic bags, etc | Included |

Service shall consist of Twenty-Four (24) inspections with treatments as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 01/01/23 thru 01/01/24 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$3,600.00
Total Annual Maintenance Cost: \$43,200.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Joseph T. Craig

09/02/2022

Accepted By

Date

President, Sitex Aquatics Ilc.

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

WATERSET CENTRAL CDD
PARADISO DR
APOLLO BEACH, FL 33572
28 PONDS





MONTHLY REPORT

SEPTEMBER 1, 2022



WATERSET CENTRAL CDD

Inspection Date:

August 30, 2022

Prepared For:

Jerry Whited

Prepared By:

Bert Tony Smith

General Manager

P: 813.802.8204

E: bsmith@sitexaquatics.com

SUMMARY:

In this area we would put a short summary of what's going on in the ponds & any treatment plans. We appreciate the opportunity to submit a bid & would be grateful if we could add your community to our local portfolio.

Best Regards,

Joe Craig

WATERSET CENTRAL CDD

PARADISO DR
APOLLO BEACH, FL 33572
28 PONDS



1.



2.



3.



4.



5.



6.



7.



8.



9.



10.



11.



12.



13.



14.



15.



POND TREATMENTS (EXAMPLES)

1: Was treated for Spike rush and shoreline vegetation.

2: Was treated for Hydrilla.

3: Was treated for Algae.

4: Was treated for Algae and shoreline vegetation.

5: Was treated for Algae and shoreline vegetation.

6: Was treated for Shoreline vegetation vegetation.

7: Was treated for Shoreline vegetation and Spike rush.

8: Was treated for Bladderwort.

9: Was treated for Algae and Spike rush.

10: Was treated for Spikerush.

11: Was treated for Algae and shoreline vegetation.

12: Was treated for Duckweed.

13: Was treated for Algae and shoreline vegetation.

POND TREATMENTS

14: Was treated for Algae and shoreline vegetation.

15: Was treated for Spikerush and shoreline vegetation.

Tab 6



SERVICES CONTRACT

CUSTOMER NAME: Waterset Central Community Development District (the "District")

SUBMITTED TO: District - Attn: Jerry Whited

CONTRACT EFFECTIVE DATE: _____, 2022, through
_____, 2023

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

SERVICES: Annual Maintenance Services Agreement for Twenty One (21) Lakes / Ponds (47.39 Acres).

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the Waterset Central Community Development District, whose address is: 9428 Camden Field Parkway, Riverview, Florida 33578 (the "Customer" or the "District") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property in a professional manner and in accordance with industry standards, as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The Annual Contract Price is **\$44,901.48**. SOLitude shall invoice Customer **\$3,741.79 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for an annual management program as described in the



Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. The Agreement will renew annually at the end of the term for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this Agreement, provided the District gives SOLitude written notice of its intent to renew the Agreement 30 days prior to the termination date of this Agreement or subsequent renewal agreements.

4. **PRICING.** The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer at least sixty (60) days prior to the commencement of the next annual term for which the increased prices would apply.

5. **TERMINATION.** In the event that SOLitude fails to perform in accordance with this Agreement, the District shall provide written notice to SOLitude of such failure to perform, and SOLitude shall have a thirty (30) day period to cure such failure the first time such notice is provided by the District. In the event that a second failure to perform shall occur, the District shall have the right to terminate this Agreement upon thirty (30) days' written notice to SOLitude, and no Early Termination Fee, as set forth below, shall apply.

If SOLitude terminates your service for nonpayment or other default before the end of the Agreement (and following a thirty (30) day period for Customer to cure such non-payment or default after notice from SOLitude); or, if the Customer terminates this Agreement for any reason other than in accordance with the termination policy outlined within this section; or, in the event this Agreement is terminated by Customer without cause before the termination date, Customer agrees to pay SOLitude an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to comply with the terms of this Agreement.

6. **INSURANCE AND INDEMNIFICATION.** SOLitude will maintain the following insurance throughout the term of this Contract:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, in addition to covering at least the following hazards: independent contractors coverage for bodily injury and property damage in connection with subcontractors' operation.
- c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
- d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as additional insureds. SOLitude shall furnish the District with the Certificate(s) of Insurance evidencing compliance with this requirement. No



certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

SOLitude will defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, and their respective successors and assigns from any claims, demands, actions, penalties, costs, damages, fees, fines, penalties, costs, liabilities or mechanic's liens and expenses (including court costs and attorneys' fees and expenses), occurring incident to or resulting from the activities of the Contractor, the Contractor's agents, employees, or subcontractors employed or engaged by Contractor in connection with this Agreement; provided, however, this indemnity shall not apply to the extent of the Customer's negligence. This indemnity shall survive the expiration or termination of this Contract.

SOLitude will repair or replace any damage resulting from Contractor's activities or work.

7. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor is an independent contractor of the District, and shall not in any way be considered an employee of the District.

8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, 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.

9. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

10. 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 services.
- 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 Agreement and following the completion of the Agreement inf 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 services. In 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 keep 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.

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

11. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

13. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.



15. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below:

Contractor: SOLitude Lake Management, LLC
2844 Crusader Circle, Suite 540
Virginia Beach, VA 23453
Attn: _____

District: Waterset Central Community Development District
9428 Camden Field Parkway
Riverview, FL 33578
Attn: District Manager

16. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

17. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

18. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the Agreement signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent and knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. Customer also understands and accepts that similar risks would remain even if no work was performed. Customer agrees to

Annual Lake Management Services
Agreement
Waterset Central CDD - DJB



hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is negligence on the part of SOLitude.

19. NONPERFORMANCE. In the case of a first default on the part of SOLitude with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and SOLitude shall have thirty (30) days to cure such non-performance. If a second default occurs, the District may terminate this Agreement, by giving thirty (30) days' written notice of such termination. The termination provisions set forth in this Agreement, including Section 5 hereof shall apply.

20. E-VERIFY. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Waterset Central CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Customer's Address for Notice Purposes:



SCHEDULE A - ANNUAL MANAGEMENT SERVICES

Visual Inspections:

- a. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
- b. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
- c. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
- d. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides



and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.

3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond will be inspected on a **two (2) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as needed basis at the discretion of the technician. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.



Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are



consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Tab 7

WATERSET CENTRAL

LANDSCAPE INSPECTION REPORT



November 17, 2022
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

- The next fertilization applications occur in February.
- Mulch application has commenced on the property.

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. Personally, I feel there are many palms that have been pruned too tightly. The spec is clear that pruning should go no higher than a 9 o'clock – 3 o'clock horizontal line. Many are 11 o'clock – 1 o'clock. (Pic 1)



5. The southern border of Phase 4 South needs to be mowed on the same schedule as all other common areas – currently every other week. (Pic 5>)

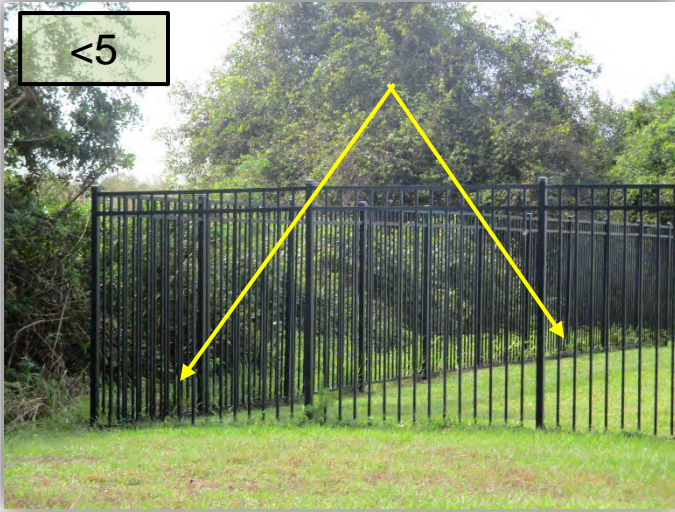


2. When will the fallen Giant Bird-of-Paradise be removed that fell in front of the Waterset Club patio? There is also still a fallen tree across the sidewalk in the WC parking lot. Upon calling, crews were to be here within 30 minutes. (Pic 2a & b>)
3. Why was the entire perennial peanut bed on the outbound side of the WC driveway mulched? This plant spreads.
4. What is the ETA for the Royal Palms to be installed on Milestone at Paseo Al Mar (PAM)?



Seaair, 30th Street, Paseo Al Mar Eastbound

<5



6. The Podocarpus have been installed at the Seaair mail kiosk. Crinum Lilies need to be trimmed here.

7. Crews need to re-visit a couple Sycamores that were previously staked on Goldcoast between Milestone and 30th Street and are now leaning again. The duckbill anchor system is the preferred method and costs about \$40 materials per tree. (Pic 7)

7



8. Crews need to alter their mow patten as well as their mower when mowing (at least) the east ROW of 30th Street. A “hill-valley-hill” pattern is forming which will lead to scalping and weed intrusion on the “hill” and low-lying, fungus prone “valleys”. (Pic 8>)

9. This Sycamore on the PAM median due east of Wasset Blvd. (WSBlvd.) was also to have been stood up by the time of this inspection as it is overhanging the traffic lane. (Pic 9)

9



10. By what date will all palms be trimmed?

11. There are several more leaning trees along Covington Garden Dr. (CGD) south of Betel Palm. There are also still leaning Pines along the I-75 wall between Mainland and Wayfarer. (Pic 11>)

12. Crews need to make sure the entire tract between the hedge line and black aluminum fence on the west side of CGD is mowed every other week (this time of year), weekly after March 1.

<8



Covington Garden Drive and Wayfarer, Golden Sky, Reservoir

13. I'm photo-documenting a couple palms slightly south of the northern tip of the triangular pond on the east side of CGD, north of Wayfarer. Fronds are exhibiting an unusual pattern of yellowing. (Pic 13)



16. I've lost the bubble on the Betel Palm mail kiosk plant replacement. Has a proposal been requested and received? If not, Sunrise to provide one. We need to have this bed filled in. I'm not against using Pringles Podocarpus like we used in Phase 4 South.

17. **We've never received the warranty replacement for the dead Slash Pine on the Del Coronado cul-de-sac.**

18. Make sure the pond banks are being line trimmed on the pond south of Reservoir, west of Silver Sun.

19. **Sport Center workers are still parking on the west ROW of WS Blvd. (Pic 19)**



14. What is the install date for the Variegated Confederate Jasmine at the Golden Sky mail kiosk?

15. This water coming over the sidewalk next to the house on the west side of Paradiso at Silver Sun was determined to be homeowner related. **This residence still needs to replace Feijoa and ornamental grasses removed during their pool construction.** (Pic 15>)



Waterset Blvd. and Reservoir

20. There remains two snapped off Sycamores on WSBld. south of Reservoir. A proposal has been requested. (Pic 20)



21. Were the regular Bougainvilleas removed and replaced with "Helen Johnson" Bougainvilleas yet?

22. The second house south of Reservoir on the west side of Silver Sun still has some pond bank restoration to complete after doing landscape work in their back yard. (Pic 22)



Tab 8



DATE: November 7, 2022

PROJECT: Waterset Central

RE: October 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:

- Capped zone pipe running under Covington Garden in front of new school and notified contractors so they could address the depression in the road.
- Repaired mainline leak at point of connection for the Amenity Center.
- Addressed electrical issue that was taking down zones 7-16 on 5B2 controller.
- Replaced decoder for zone 21 on the Amenity Center controller that was still under warranty.

The ET sensor located on the Hunter ACC controller in the northwest corner of the round-about at Covington Garden and Paseo-al-Mar recorded 1.48" of ET and 0.16" of rain between October 1st and October 31st. Obviously, there was no significant rainfall and the site was never shut down.

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 9



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

Community Director Report
December 2022 Meeting



Administrative

CDD Access Requests: No Requests this month.

Accurate electronics was on property on Tuesday, November 29th and began installing the new card readers. We hope to have the system back up and running by the end of this week.

Onsight was on property on 11/30/22 to begin straightening the downed signs caused by hurricane Ian. If they find any poles that need to be completely replaced, they will advise and provide a proposal.

Management will be purchasing Brown mulch for the playground in front of the clubhouse. We will be ordering the mulch from Home Depot which will deliver to the property. The maintenance staff will be placing the mulch.

Management received a proposal for painting of the interior of the clubhouse including the offices, gathering room, game room and pool bathrooms from CC Painting which came in at \$8,930.00. We also received a proposal from Munyan which came in at \$7,950.00. Both vendors advised it would take about a week to complete.

Management received a proposal from Garcia Brick Pavers for the clubhouse pool deck repairs however we are awaiting a revised proposal as they included HOA items.

Management contacted Owens Electric due to the Simon Soids not working. They advised that fuses needed to be ordered. The fuses have been ordered and we are waiting for delivery. They also advised that we will need to contact the vendor who installed the playground as they believe there is another issue that is not electrical. We have checked the close out books to try and determine who installed it but unfortunately, we could not find the information. We are working with Lenny to try and find out more information.

Management has opened a job requisition for an open maintenance position. One of our maintenance team members decided to part ways. To date, we have not had any applicants.

Holiday Hours for the management office:

Saturday, December 24th - closed

Sunday, December 25th - closed

Monday, December 26th - closed

Saturday, December 31st - closing at 4pm

Sunday, January 1st - closed

Monday, January 2nd - closed.



Maintenance

Maintenance contacted Hawkins electric for a recess light in the gathering room that continues to flicker. Hawkins replaced the light on 11/30/22.

The clubhouse lap pool was not heating. The pool vendor was contacted and found that 1 heater needed a control board which was replaced. The 2nd heater needed a sensor. The sensor will be replaced by the end of 12/2/22.

Maintenance ordered a new pickleball net.

The maintenance team power washed the clubhouse windows.

The maintenance team cleaned and replaced slats in the pool lounge chairs.

The maintenance team painted the interior bathroom doors.

The maintenance team tightened the faucets in the clubhouse men's and women's restrooms.

The maintenance team cleaned debris around the central ponds after Storm Nicole.

The maintenance team cleaned out the flower beds around the clubhouse.

The maintenance team reattached dog bag stations due to Storm Nicole.

Report Respectfully Submitted,

Katiria Parodi, LCAM



C&C Painting Contractors Inc.
8372 Standish Bend Dr
Tampa, FL 33615
8138867100
carlos@ccpainting.com

Estimate



ADDRESS

Castle Group
Att: Katiria

ESTIMATE

50561

DATE

10/20/2022

JOB ADDRESS

Apollo Beach

JOB NAME

Waterset Clubhouse

DESCRIPTION

QTY

RATE

AMOUNT

Interior Painting: Waterset Clubhouse

OFFICE.

1

650.00

650.00

1. Prep all surfaces to be painted.
2. Cover as needed.
3. Caulk as needed.
4. Apply one coat of finish to drywall walls and ceiling.(the same color)
5. Prep and paint the wood around the window.
6. Prep and paint wood baseboards.
7. Prep and paint door and frame

LOBBY.

1

3,800.00

3,800.00

1. Prep all surfaces to be painted.
2. Cover as needed.
3. Caulk as needed.
4. Apply one coat of finish to drywall walls and ceiling.(the same color)
5. Prep and paint the wood around the window.
6. Prep and paint wood baseboards.
7. Prep and paint door and frame

RESTROOMS

2

790.00

1,580.00

1. Prep all surfaces to be painted.
2. Cover as needed.
3. Caulk as needed.
4. Apply one coat of finish to drywall walls and ceiling.(the same color)
5. Prep and paint door and frame

SMALL RESTROOM, OPEN AREA AND KITCHEN.

1

2,540.00

2,540.00

1. Prep all surfaces to be painted.
2. Cover as needed.
3. Caulk as needed.
4. Apply one coat of finish to drywall walls.(the same color)
5. Prep and paint door and frame

C&C Painting Contractors Inc.
8372 Standish Bend Dr
Tampa, FL 33615
8138867100
carlos@ccpainting.com

Estimate



ADDRESS

Castle Group
Att: Katria

ESTIMATE

50561

DATE

10/20/2022

JOB ADDRESS

Apollo Beach

JOB NAME

Waterset Clubhouse

DESCRIPTION

QTY

RATE

AMOUNT

Interior Painting: Waterset Clubhouse

OFFICE.

1

650.00

650.00

1. Prep all surfaces to be painted.
2. Cover as needed.
3. Caulk as needed.
4. Apply one coat of finish to drywall walls and ceiling.(the same color)
5. Prep and paint the wood around the window.
6. Prep and paint wood baseboards.
7. Prep and paint door and frame

LOBBY.

1

3,800.00

3,800.00

1. Prep all surfaces to be painted.
2. Cover as needed.
3. Caulk as needed.
4. Apply one coat of finish to drywall walls and ceiling.(the same color)
5. Prep and paint the wood around the window.
6. Prep and paint wood baseboards.
7. Prep and paint door and frame

RESTROOMS

2

790.00

1,580.00

1. Prep all surfaces to be painted.
2. Cover as needed.
3. Caulk as needed.
4. Apply one coat of finish to drywall walls and ceiling.(the same color)
5. Prep and paint door and frame

SMALL RESTROOM, OPEN AREA AND KITCHEN.

1

2,540.00

2,540.00

1. Prep all surfaces to be painted.
2. Cover as needed.
3. Caulk as needed.
4. Apply one coat of finish to drywall walls.(the same color)
5. Prep and paint door and frame

DESCRIPTION	QTY	RATE	AMOUNT
6. Prep and paint wood baseboards			
7. Prep and paint the wood around the window.			
Exclusion.			
- Ceilings			
Notes.			
Labor and materials included			
Sherwin Williams Pro Mar 200 product to be used			
EXTERIOR DOORS.	3	120.00	360.00
1. Prep and paint HM doors and frames			
Customer Approval _____			
TOTAL			\$8,930.00

Accepted By

Accepted Date



March 28, 2022

Waterset
7281 Paradiso
Apollo Beach, Florida 33572
Attn: Katiria Parodi / Property Manager
Kparodi@castlegroup.com

Project: **Interior Painting Clubhouse**

The interior preparation and painting of Fitness Room, petition wall and south wall in Game Room, baseboards only in lobby, and Gathering Room for Waterset located at 7281 Paradiso in Apollo Beach, Florida as outlined in the Scope of Work below:

Scope of Work:

1. Walls will receive two (2) coats Sherwin Williams Super Paint Interior Satin Paints.
2. Wood trim will receive two (2) coats Sherwin Williams Pro Classic Interior Trim Paints.

EXCLUSIONS: Ceilings, offices, floors, and anything not mentioned in the above Scope of Work.

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: \$ 7,950.00

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



WN

Castle Management, LLC.
 12270 SW 3rd Street, Suite 200
 Plantation FL 33325

Unit	Resident	Note Code	Created	Completed	Notes
WN-HCDR WNH-Camino Drive					
6256	03 6256 Camino Dr LLC, 6256 Camino Dr	WARR Warranty Deed	11/14/2022		change title per deed, sent wl & coupon CW
WN-HDCD WNH- Del Coronado Dr					
5436	02 Esparza, Franco 5436 Del Coronado Dr	WARR Warranty Deed	11/02/2022		Updated title per deed, sent wl ltr and 2023 coupon T1588270 PB
5535	02 Del Castillo, Luis 5535 Del Coronado Dr	WARR Warranty Deed	11/15/2022		Updated title per deed, sent wl ltr and 2023 coupon T1601624 PB
5549	02 Casiano, Salvador 5549 Del Coronado Dr	WARR Warranty Deed	11/18/2022		Updated title per deed, sent wl ltr and 2023 coupon T1604059 PB
WN-HGCA WNH-Goldcoast Avenue					
6320	03 Culp, Keegan 6320 Goldcoast Ave	WARR Warranty Deed	11/17/2022		changed title per deed sent wl coupons T1603447--mr
WN-HLLD WNH - Limelight Dr					
5426	02 Crawford, Ashley 5426 Limelight Dr	WARR Warranty Deed	11/16/2022		Updated title per deed, sent wl ltr and 2023 coupon T1601573 PB
WN-HMAW WNH - Madrigal Way					
5604	02 Coe, Daniel 5604 Madrigal Way	WARR Warranty Deed	11/16/2022		Updated title per deed, sent wl ltr and 2023 coupon T1601631 PB
WN-HMEL WNH-Meeting House Ln					
7306	01 Boyd, Nicole 7306 Meeting Hous Ln	LGL Legal	11/29/2022		Posted Partial pymt fr Atty CW
WN-HMLA WNH - Mainland Ave					
7006	02 Martin, Jessica 7006 Mainland Ave	WARR Warranty Deed	11/16/2022		Updated title per deed, sent wl ltr and 2023 coupon T1600860 PB
WN-HPDD WNH-Paradiso Dr					
7624	04 Barriball, Justin 7624 Paradiso Dr	WARR Warranty Deed	11/14/2022		change title per deed, sent wl & coupon CW
WN-HSLC WNH-Sea Lilly Ct					
7514	03 Citera, James 7514 Sea Lilly Ct	WARR Warranty Deed	11/02/2022		changed title per deed T1589664 sent wl coupon--mr
WN-HSLP WNH-Springline Pl					
6315	02 Nash, Floyd 6315 Springline Pl	LGL Legal	11/14/2022		Pstd pymt thru Sept-tp
WN-HSSD WNH-Seasound Dr					
6456	03 Taylor, Amanda 6456 Seasound Drive	WARR Warranty Deed	11/14/2022		change title per deed, sent wl & coupon CW

WN

Castle Management, LLC
 12270 SW 3rd Street, Suite 200
 Plantation FL 33325

Unit	Resident	Note Code	Created	Completed	Notes
WN-HSVD WNH - Silver Sun Dr					
5819	03 DAlessandro, Adam 5819 Silver Sun Dr	LGL Legal	11/29/2022		Posted Atty paymt in Full CW
WN-HTPL WNH- Tagalong Place					
5408	02 Livsey, Jason 5408 Tagalong Pl	WARR Warranty Deed	11/11/2022		Updated title per deed, sent w/ ltr and 2023 coupon. Closed 12/28/2021 and we have not received a closing pkg. T1597181 PB
WN-HWFA WNH - Wayfarer Ave					
5410	02 Thomas III, Willis 5410 Wayfarer Ave	WARR Warranty Deed	11/02/2022		Updated title per deed, sent w/ ltr and 2023 coupon T1588393 PB
5411	02 Rodriguez, Christian 5411 Wayfarer Avenue	WARR Warranty Deed	11/07/2022		Updated title per deed, sent w/ ltr and 2023 coupon T1594760 PB
5475	02 Bauser, Jonathan 5475 Wayfarer Ave	WARR Warranty Deed	11/02/2022		Updated title per deed, sent w/ ltr and 2023 coupon T1588264 PB
5477	02 Washington, Ronald 5477 Wayfarer Ave	WARR Warranty Deed	11/09/2022		Updated Title per deed, sent w/ ltr and 2023 coupon T1595695 PB

Waterset
2022 ACTION LIST

Activity Type	Location (HOA, NCDD, CCDD)	Original Date	Description	Status	Complete by Date	Open/Closed	Owner
Admin	CCDD	10/3/2022	Vendor for Clubhouse roof repairs	Vendor will be on property on 11/30/22 to provide proposal	23-Dec-22	OPEN	Kathy
Maintenance	CCDD	10/12/2022	Simon Says Repairs	awaiting to be scheduled by install vendor	23-Dec-22	OPEN	Kathy/Scott
Maintenance	CCDD	10/12/2022	Recess Light repair in Gathering room	awaiting parts to be delivered to Hawkins Electric	23-Dec-22	OPEN	Kathy/Scott
Maintenance	CCDD	11/2/2022	Mulch for playground in front of Clubhouse	Will be ordering mulch from home depot	30-Nov-22	OPEN	Kathy/Scott
Maintenance	CCDD	11/2/2022	Clubhouse Pavers Repairs	Received proposal - awaiting revision	30-Nov-22	OPEN	Kathy/Scott
Maintenance	CCDD	11/2/2022	Trimming of palms around clubhouse	completed	30-Nov-22	CLOSED	Kathy/Scott
Maintenance	CCDD	11/29/2022	Cleaning of clubhouse windows		1-Dec-22	OPEN	Scott/ AL
Admin	CCDD	11/30/2022	Christmas decorations for interior of Clubhouse	in process	2-Dec-22	OPEN	Office Staff
Maintenance	CCDD	11/29/2022	CH Lap Pool not heating	Pool vendor replaced a control board for 1 heater and 2nd heater needed a sensor. Will be replaced by ending of 12/2/22	2-Dec-22	OPEN	

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, October 13, 2022, at 9:06 AM at the Offices of Rizzetta & Co., located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578.

Present and constituting a quorum:

Lynda McMorrow	Board Supervisor, Assistant Secretary
Lenny Wooster	Board Supervisor, Assistant Secretary
Deneen Klenke	Board Supervisor, Chairman

Also present were:

Jerry Whited	District Manager; Rizzetta & Company
John Toborg	Landscape Maintenance Manager; Rizzetta & Co.
Gail Huff	Ballenger Irrigation
Erin McCormick	District Counsel, Erin McCormick, P.A.
Alex Gonzalez	Sunrise Landscape
Jeff Cane	Sunrise Landscape
Katiria Parodi	Castle Group

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 two audience comments focused on the ponds.

THIRD ORDER OF BUSINESS

Discussion of new maintenance map exhibit

The Board was presented with the new maintenance map exhibit by Mr. Plate who was on the line. The Board, Mr. Plate and Mr. Toborg discussed the maintenance map and best practices. The Board requested that the pond numbers be added to the map. The South boundary had a section of green missing that was noted to be corrected. The Board directed

Mr. Whited to present to Waterset North the South ROW area as discussed to get feedback. The Board asked that an updated version of the exhibit be circulated upon completion.

FOURTH ORDER OF BUSINESS

Review of Aquatics proposals

The Board received the aquatic services presentation from Sitex and Admiral Environmental. The Board elected to table this decision on the Aquatic Services to the next meeting, so that all Board Members would have a chance to consider the vendors and rank them.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Landscape & Irrigation

1. Presentation of Waterway Inspection Report

There was no report due to hurricane Ian.

2. Field Inspection Report

The Board received the Field Inspection Report from Mr. Toborg. The fertilizer bag count procedure was discussed with Sunrise and Castle. The Board directed that District Staff look into repair of the pool deck planters and Mr. Woster will supply a past proposal receiving from CRS. The Board directed the Chairman have the authority to approve and execute a proposal for pool deck planter repair.

3. Landscape Contractor Update

The Board received the Landscape Contractor Update from Mr. Gonzalez.

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board unanimously approved to authorize the Chair to approve a proposal for pool deck planter repairs outside of a meeting, for the Waterset Central Community Development District.

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board unanimously approved the Sunrise proposal for mulch in the amount of \$27,000.00, for the Waterset Central Community Development District.

4. Irrigation Report

The Board received the irrigation contractor update from Ms. Huff.

B. District Counsel

The Board received the District Counsel update from Ms. McCormick.

C. Clubhouse Manager

1. Presentation of Management Report

The Board received the Property Management Report from Ms. Parodi. Atmos training was presented with a request to use the common areas. The Board had additional questions about the proposal to be verified and tabled until the next meeting.

C. District Manager

The Board received the District Manager's update.

SIXTH ORDER OF BUSINESS

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

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

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

SEVENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor Requests.

EIGHTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Klenke, seconded by Mr. Williams, the Board unanimously approved to adjourn the meeting at 10:32 a.m., for the Waterset Central Community Development District.

Assistant Secretary

Chair / Vice Chair