

Waterset Central Community Development District

Board of Supervisors' Meeting November 10, 2022

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

www.watersetcentralcdd.org

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Riverview, Florida · (813) 533-2950</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

November 3, 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, November 10, 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. 2.	AUDI	TO ORDER ENCE COMMENTS		
3.	BUSI	NESS ITEMS		
	Α.	Consideration of Landscape Inspection Services proposalTab 1		
	В.	Consideration of Aquatics proposalsTab 2		
	C.	Consideration of Solitude renewal contractTab 3		
	D.	Ratification of Landscape Maintenance Map (Under Separate Cover)		
4.	STAF	STAFF REPORTS		
	Α.	Landscape & Irrigation		
		Presentation of Waterway Inspection Report		
		(Under Separate Cover)		
		2. Presentation of Field Inspection Report		
		3. Landscape Contractor Update		
		4. Irrigation Contractor Update		
	B.	District Counsel		
	C.	District Engineer		
	D.	Clubhouse Manager		
		1. Presentation of Management ReportTab 5		
	E.	District Manager		
5.	BUSI	BUSINESS ADMINISTRATION		
	Α.	Consideration of Minutes of Board of Supervisors'		
		Meeting Held on October 13, 2022Tab 6		
6.	SUPERVISOR REQUESTS			
7	AD.IC	DURNMENT		

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

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 2



P.O. Box 5546 Sarasota, FL 34277 Office@AdmiralEnvironmental.com www.AdmiralEnvironmental.com Office: 941-777-3350

AQUATIC MANAGEMENT AGREEMENT

This agreement, dated 10/12/2022, is made between ADMIRAL ENVIRONMENTAL LLC and CUSTOMER:

CUSTOMER: Waterset Central CDD

c/o Rizzetta & Company, Inc. 2700 S Falkenburg Rd. #2745

Riverview, FL. 33578

Both CUSTOMER and ADMIRAL ENVIRONMENTAL LLC agree to the following terms and conditions:

1. General Conditions:

ADMIRAL ENVIRONMENTAL LLC will provide aquatic management/environmental services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following site(s):

27 Pond located at Waterset Central in Apollo Beach, Florida.

2. Contract Term:

The term of this Agreement shall be 1 Year(s) or as otherwise provided by Contract Addendum. This Agreement shall automatically renew for a term equal to its original term as outlined in Paragraph 11, unless otherwise agreed to by both parties.

3. Contract Services:

CUSTOMER agrees to pay Admiral Environmental LLC the following amounts during the term of this Agreement for these specific aquatic management/environmental services.

- Aquatics Consulting
- Post Treatment Reporting
- Algae Control
- Floating Vegetation Control
- Littoral shelf maintenance
- Bacteria Treatments to improve water quality
- Perimeter Grass & Weed Control
- Submersed Vegetation Control
- Physical removal of undesirable vegetation is not included in this agreement. Physical removals
 can be performed by Admiral upon request and will be invoiced separately and in addition to this
 Agreement.

24 Inspections per Year with treatments as necessary

Frequency of Service:

Pond Management 2 service event per Month

Total Program Investment: Monthly: \$3,200.00 Annual: \$38,400.00

4. Starting Date:

The starting day of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption.

5. Schedule of Payment:

\$3,200.00 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Admiral Environmental LLC by the first (1st) of the month and payment will be considered late after the fifteenth (15th) of the month. A late fee may be assessed after the 15th of the month. Additional finance charges will be applied to any balance after 30 days. A \$40 bank return fee is assessed for any payment that cannot be processed. Failure to pay any amount when due shall constitute a default under this Agreement.

6. Limited Offer:

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to Admiral Environmental LLC for acceptance within that period. If not accepted within that time, the offer shall be void.

7. Safety:

Admiral Environmental LLC agrees to use specialized equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s).

8. Change of Address/Contact Information:

In the event that ADMIRAL ENVIRONMENTAL LLC or CUSTOMER undergoes a change in address or contact information, notification to the other party shall be made. Written instructions including the new address and contact information will be enclosed in the notification.

9. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by mail, return receipt requested, to Admiral Environmental LLC or by email to office@admiralenvironmental.com.

 a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by Admiral Environmental LLC in accordance with Paragraphs 9b and 9c.

10. Insurance:

Admiral Environmental LLC agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, and Automobile Liability. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

11. Automatic Renewal:

Unless otherwise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 5% increase per year on the anniversary date of this Agreement. Admiral Environmental LLC reserves the right, under special circumstances, to initiate surcharges (agreed to in writing, by both parties) relating to extraordinary price increases of water treatment products. Unless otherwise agreed to in writing, by both parties, service shall be continuous without interruption.

12. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that Admiral Environmental LLC may at its sole discretion seek any or all the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Filing of a mechanics lien on property for all monies due plus interest, costs.

13. Addenda:

- a. Water testing and bacteria monitoring shall be conducted at the sole discretion of Admiral Environmental LLC for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Additional work or services as requested by CUSTOMER such as physical cutting, plant removal, trash clean-up, and other manual maintenance may be performed by our staff. Additional work or services will be invoiced separately at our current hourly equipment and labor rates.

14. Contract Documents:

This Agreement constitutes the entire Agreement of Admiral Environmental LLC and the CUSTOMER. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Admiral Environmental LLC and CUSTOMER.

	CUSTOMER	
ADMIRAL ENVIRONMENTAL LLC	Customer:	
Signature:	Signature:	
Print Name:	Print Name:	
Date:	Date:	



Assessment of Ponds

Waterset Central CDD



Prepared by: Mike Kaighin & John MacNeill

Desirable Vegetation Observed:

Eleocharis interstincta (Jointed Spike Rush). https://youtu.be/a08Lb2cqtgg

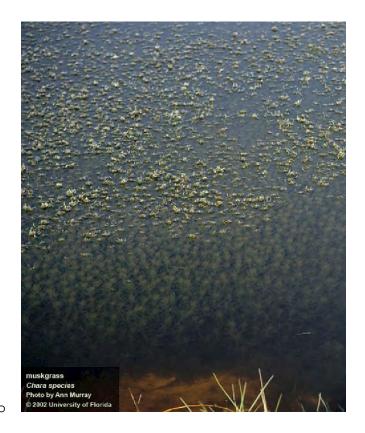


Observed in most Ponds

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/ECLoylmOuFA



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



Pond 55:





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

- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverage

o Emergent weeds: Moderate coverageo Submersed weeds: Moderate coverage

o Floating: None noted

Pond 56:





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

- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous Significant





Water level: NormalAccess around pond: GoodTrash: Minimal

- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage

o Emergent weedso Submersed weeds: Minimalo Floating: None





Water level: NormalAccess around pond: GoodTrash: Minimal

- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverage





Water level: NormalAccess around pond: GoodTrash: Minimal

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

o Emergent weedso Submersed weeds: Minimalo Floating: None





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





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

- Desirable aquatic vegetation:
 - o Eleocharis interstincta Moderate
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage





- Desirable aquatic vegetation:
 - o Eleocharis interstincta Moderate
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage





- Desirable aquatic vegetation:
 - o Eleocharis interstincta Moderate
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage

Emergent weedsSubmersed weeds:Floating:ModerateMinimalNone





- Desirable aquatic vegetation:
 - o Eleocharis interstincta Moderate
- Undesirable aquatic vegetation:
 - o Algae:

• Filamentous: Moderate coverage





- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage





- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage





Water level: NormalAccess around pond: No AccessTrash: Minimal

- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage

Emergent weedsSubmersed weeds:Floating:ModerateMinimalNone





- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage





- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage





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

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





Water level: NormalAccess around pond: GoodTrash: Moderate

- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage





- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverage

■ Chara None noted





- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Minimal coverageChara None noted





- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverage

■ Chara None noted

o Emergent weedso Submersed weeds: Minimalo Floating: None





- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverage

Chara None noted

o Emergent weedso Submersed weeds: Minimalo Floating: None





- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverage

■ Chara None noted





Water level: NormalAccess around pond: GoodTrash: Minimal

- Desirable aquatic vegetation:
 - o None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverage

■ Chara None noted

Emergent weeds ModerateSubmersed weeds: MinimalFloating: None





Water level: NormalAccess around pond: GoodTrash: Minimal

- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Minimal coverage

Chara None noted

Emergent weeds ModerateSubmersed weeds: MinimalFloating: None





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

- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Moderate coverage

o Emergent weedso Submersed weeds: Minimalo Floating: None

Pond 81





Water level: NormalAccess around pond: GoodTrash: Minimal

- Desirable aquatic vegetation:
 - None noted
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Minimal coverage

o Emergent weedso Submersed weeds: Minimalo Floating: None





Water level: NormalAccess around pond: GoodTrash: Minimal

- Desirable aquatic vegetation:
 - o Eleocharis interstincta Minimal
- Undesirable aquatic vegetation:
 - o Algae:

Filamentous: Moderate coverageChara Minimal coverage

Emergent weedsSubmersed weeds:Floating:ModerateMinimalNone



Aquatic Management Agreement

This agreement is between Sitex Aguatics, LLC. Hereafter called Sitex and Waterset Central CDD hereafter c
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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 IIc.	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 present (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 be 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 (MondayFriday) 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.





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

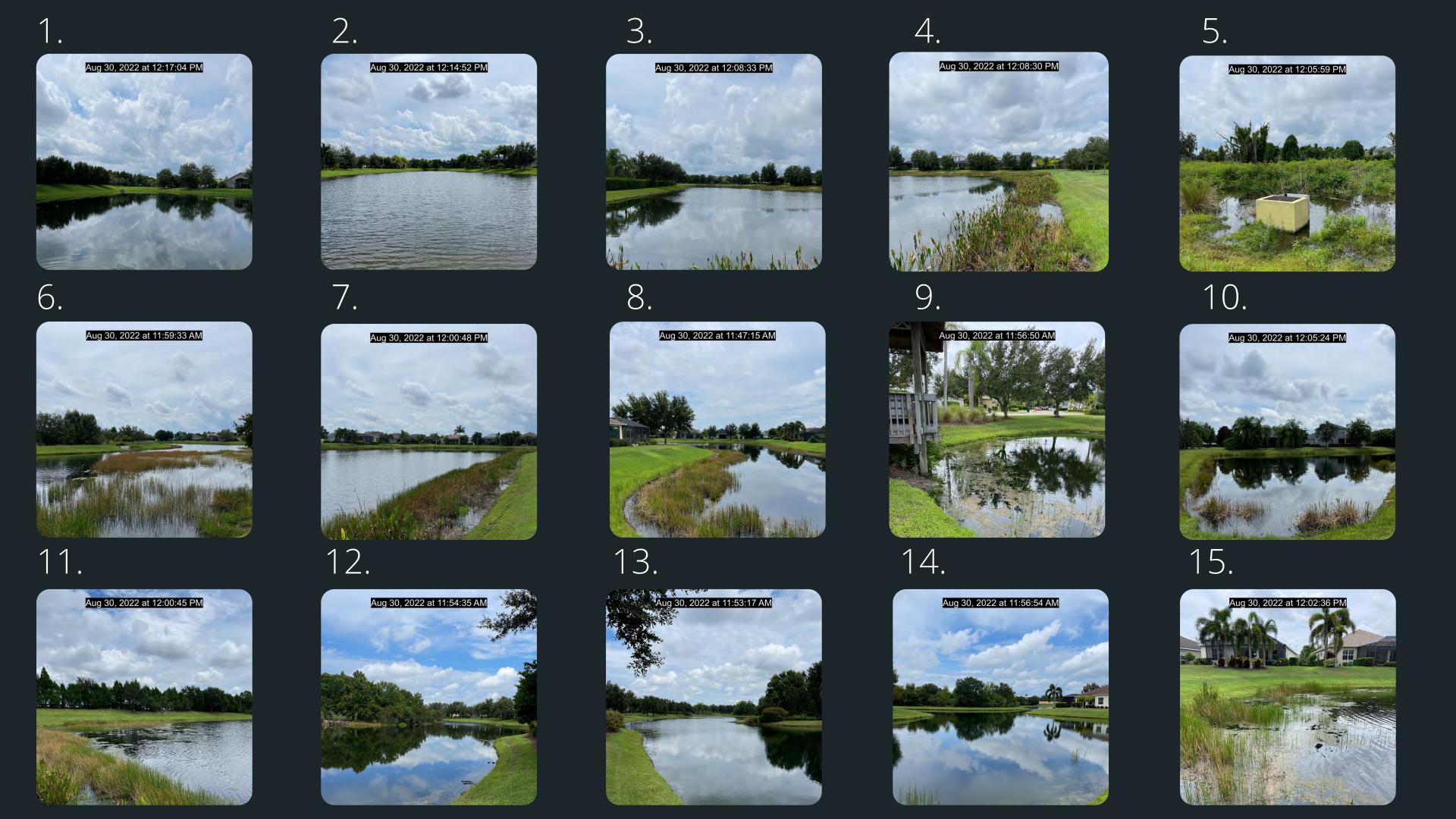
E: bsmith@sitexaquatics.com

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





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 Alage 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 3





SERVICES CONTRACT

CUSTOMER NAME: Waterset Central Communit	y Development District (the "District")
SUBMITTED TO: District - Attn: Jerry Whited	
CONTRACT EFFECTIVE DATE:	, 2022, through
, 2023	
SUBMITTED BY: Daniel Benitez, Inside Sales Mana	ager
SERVICES: Annual Maintenance Services Agree	ement 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. <u>The Services</u>. 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:
- PAYMENT TERMS. The Annual Contract Price is \$44,901.48. SOLitude shall invoice Customer \$3,741.79 2. 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 is 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 Contracto shall destroy any duplicate public records that are exemp or confidential and examp 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 Distric'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 Parway

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. C ustomer agrees to

Virginia Beach, VA 23453



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: _____ Date: _____ Date: Please Remit All Payments to: **Customer's Address for Notice Purposes:** 1320 Brookwood Drive Suite H Little Rock AR 72202 Please Mail All Contracts to: 2844 Crusader Circle, Suite 450



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 Dve:

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 Reportina:

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

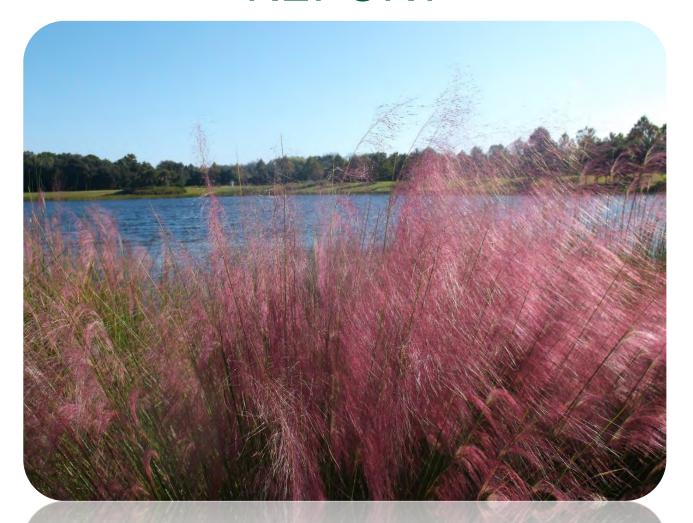


- consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Tab 4

WATERSET CENTRAL

LANDSCAPE INSPECTION REPORT



October 21, 2022
Rizzetta & Company
John R. Toborg – Division Manager
Landscape Inspection Services



Updates, Waterset Club

General Updates, Recent & Upcoming Maintenance Events

- During the month of November, all St. Augustine turf shall receive an application of 4200 lbs. (84 50 lb. bags) of 16-0-8 fertilize with a pre-emergent herbicide. Additionally, all Celebration Bermudagrass shall receive an application of 750 lbs. (15 50 lb. bags) of 16-0-8 fertilizer. Although not stated on the revised Bid From, this fertilizer must also include a pre-emergent herbicide. Finally, 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. There is a completely cut off drip line behind the sidewalk on the north side of the Waterset Club parking lot in a bed of ornamental grasses. (Pic 1)



2. Palm fronds need to be removed that are hanging either on the Waterset Club roof or over the pool deck. Also, a lot of palm fronds have been piled below palms in a few locations. These need to be carted away. By what date will ALL palms be trimmed? (Pic 2>)

- 3. Did we lose a palm inside the pool fence by the outdoor Waterset Club patio? I do not remember hearing about this. Was anything damaged if it fell during lan? Please provide an update. (Pic 3>)
- 4. We need to get on a regular schedule regarding coconut removal. Coconut Palms produce all year long and a quarterly schedule of removal may help to get ahead of the coconut production so the danger of coconuts falling is lessened.



Waterset Club

- 5. Sunrise to provide a date as to when the mulch installation will be completed.
- 6. Top the Podocarpus outside the pool fencing so it is parallel and slightly below the top of the fence.
- 7. Directly across from the where the slides exit into the water, there is another cut off drip line. (Pic 7>)
- Crews need to remove the dried-up Variegated Ginger leaves that are suffering in the full sun. We will work together to pick a more suitable plant material that prefers full sun. (Pic 8>)



- At the SW corner of the lap pool where there is an uneven, low area on the pool deck, paver joint weeds are thriving where water stands for longer periods. We also should consider re-leveling this area. The raised planters have been ribboned off. (Pic 9>)
- 10. By what date will the approved Confederate Jasmine enhancement be expanded in front of the Waterset Club to the "beach" gate?
- 11. By what date will the Dw. Firebush be filled in on the Milestone roundabout at Goldcoast?
- 12. Hand remove a large Brazilian Pepper on the outer SE perimeter of the Milestone roundabout.







13. Dw. Firebush were being installed in the bed on the north side of Seaair approaching the cul-de-sac. Make sure irrigation is being adjusted.



30th Street, School Site, Covington Garden Dr., Wayfarer

- 14. Northbound on 30th Street, shape up an odd-looking Oak on the east side of the street near a fire hydrant.
- 15. Properly prune a significantly sized broken Oak limb on the SW corner of Covington Garden Dr. (CGD) and PAM.
- 16. There are new trees installed behind the sidewalk north of the school. Are these the CDD's to maintain? On the maintenance exhibit, this area is pink (Newland Maintained). (see below)



- 17. The ROW in front of the school is not being maintained. Was a final decision made as to who will be responsible for this area?
- 18. There are several Pines along CGD that are leaning one direction. We should try to straighten these, but carefully. Pines hate their roots messed with.
- 19. Hand pull weeds from the beds on the west side of CGD.
- 20. Residents are not replacing hedges along the fence on the sides of CGD after pool construction is "completed". There are a couple gaps on the west side between the pond south of Betel Palm and a fire hydrant. There is another dead one in this vicinity. (Pic 20>)

21. The second house north of Mainland on Del Coronado backing up to the CGD fence line, I feel, needs to replace the turf they installed for pool encroachment reparations. (Pic 21)



22. As a reminder, the tract behind two homes on Wayfarer Ave. in Phase 5B-2 was left off the maintenance exhibit and needs to be maintained. (see below)







Covington Garden Drive South, Wayfarer, Paradiso & Silver Sun East

23. There is another pool construction at the fourth house west of Wayfarer on Del Coronado using the CDD-owned and maintained easement on the west side of CGD. (Pic 23)



24. A Sabal Palm has fallen on the west side of CGD near Wayfarer. (Pic 24)



- 25. The Blue Daze in the mail kiosk park on Wayfarer between Del Coronado and Limelight needs to be treated with Ornamec to get ahead of the Torpedograss. Treat spurge in turf and detail the tree rings.
- 26. A home on Madrigal south of Waterline is still using the CDD-owned and maintained tract next to their home for construction access.

- 27. What is the status of the Red Maple "Florida Flame" proposals for Golden Sky Ct.?
- 28. The resident at the corner of Silver Sun and Paradiso (south of Waterset Club) needs to replace a hedge section after their construction is complete.
 (Below & Pic 28)



29. The dead Sabal Palm on the northwest end of Waterline fell during Ian and needs to be removed. (Pic 29)





Proposals

 Sunrise to provide a proposal to remove these two Sycamores on the west side of WSBlvd. and replace with like size and caliper. Construct a water saucer over the entire rootball at installation. (Pic 1)





Tab 5





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

Community Director Report November 2022 Meeting



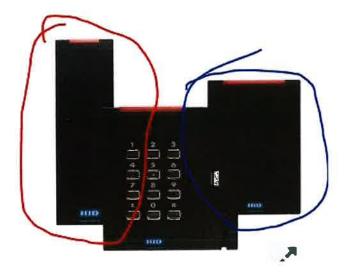
Administrative

CDD Access Requests: No Requests this month.

We recently hired a new Administrative Assistant, Aylah Viera. She has previous experience in property management. The current staff is working together to train Aylah.

Management has contacted Maxx Tech Support regarding the WiFI not working in the gym. They advised we need to purchase a new switch and possibly extenders. They are currently searching for a vendor who has the switch in stock as most vendors are advising they are about 6 months out due to the chip shortage.

Accurate electronics has placed the order for the parts needed to get the gates up and working again after the lightning strike. They advised management that they needed to change the card reader as the one we currently have is on back order for 6 months due to chip shortage. They were able to find a slimmer version which is expected to arrive in 2-3 weeks.



Onsight has provided management with the proposals for the replacement of the downed signs throughout Central. The proposal came in at \$5,915.00.

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.

Email notification has been sent out to the community regarding the change in amenity hours starting Saturday, November 5th:



Central Amenities - Clubhouse Resort Pool

November - February

Open - Dawn

Close - 5:30pm

Slides will be closed starting on November 5th until spring break.

North Amenities - Splash Pad

November - February

Open - 11am

Close - 5:30pm

North Amenities - Dog Park

November - February

Open - Dawn

Close - 5:30PM

North Amenities - The Landing Pool

November - February

Open - Dawn

Close - 5:30pm

Holiday Hours for the management office:

Wednesday, November 23rd - Closing at 4pm

Thursday, November 24th - Closed

Friday, November 25th - Closed

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 has contacted a vendor for the clubhouse pool pavers. We expect to have a quote for next meeting.

Maintenance contacted Hawkins electric for a recess light in the gathering room that continues to flicker. Hawkins has ordered the replacement. Once received, we will be scheduled for repairs.



Central Community Development District – Community Director Report

The Simons Saids game is not turning on. We had contacted Hawkins as we believed it was the breaker however it is working properly. We have contacted the vendor thar installed Simon Saids and are awaiting to be scheduled.

Report Respectfully Submitted, Katiria Parodi, LCAM



PROPOSAL 326998

WATERSET CENTRAL CDD



Submitted to

CONTACT

KATIRIA PARODI

ADDRESS

9428 CAMDEN FIELD PARKWAY

RIVERVIEW FL 33578

PHONE

FAX

EMAIL

kparodi@castlegroup.com

ESTIMATE # 006-22-326998

> DATE 10/3/2022

WRITTEN BY

JAMIE PARKER

REFERENCE

Project Detail - Page 1

LOCATION WATERSET CENTRAL CDD

DISTANCE 16

COORDINATES

PROJECT NAME STORM DAMAGE STREET SIGN STRAIGHTENING

Items

LABOR / INSTALLATION, INSTALL, TAMPA, LOCAL <15 ESTIMATED INSTALLATION

PRICE EACH

QTY

TOTAL

\$5,915.00

\$5,915.00

1

PRE-TAX TOTAL \$5,915.00

EST TAX (.075) \$0.00

TOTAL \$5,915.00

Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requoted for customer approval.

- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.

- Depending upon the agreed credit terms, a deposit may be required before work is to commence.

- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.

- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.

- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month,

- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.

- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.

- Customer is responsible for variations from customer supplied architectural drawings & hardscapes,

- Signature on this proposal constitutes approval from the client on supplied artwork/graphics,
- Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

RON SILVEIRA

11/1/2022

ONSIGHT INDUSTRIES, LLC.

NAME

DATE

Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED.
PAYMENT WILL BE MADE AS OUTLINED ABOVE.



erry Whited

Jerry Whited

NAME

11-02-2022

900 CENTRAL PARK DR., SANFORD, FL 32771-6634 P: 407.830.8861 • F: 407.830.5569

C&C Painting Contractors Inc.

8372 Standish Bend Dr Tampa, FL 33615 8138867100 carlos@ccpainting.com

Estimate



ADDRESS

Castle Group Att: Katiria

ESTIMATE #	DATE
50561	10/20/2022

JOB ADDRESS JOB NAME

Apollo Beach Waterset Clubhouse

DESCRIPTION	QTY	RATE	AMOUNT
Interior Painting: Waterset Clubhouse OFFICE.	1	650.00	650.00
 Prep all surfaces to be painted. Cover as needed. Caulk as needed. Apply one coat of finish to drywall walls and ceiling.(the same color) Prep and paint the wood around the window. Prep and paint wood baseboards. Prep and paint door and frame LOBBY. Prep all surfaces to be painted. Cover as needed. Caulk as needed. 	1	3,800.00	3,800.00
 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 1. Prep all surfaces to be painted. 2. Cover as needed. 	2	790.00	1,580.00
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. Prep all surfaces to be painted.	1	2,540.00	2,540.00

- 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 baseboards7. 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
Prep and paint HM doors and frames Customer Approval	TOTAL		9	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

11/02/2022 9:36 AM

Resident Notes Report Waterset HOA-Common 10/01/2022 - 10/31/2022

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WN

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

Unit	Res	sident	Note Co	ode	Created	Completed	Notes
WN-HI	DCD \	WNH- Del Coronado Dr					
5303	02	Frustaci, Michael 5303 Del Coronado Dr	WARR	Warranty Deed	10/12/2022		Updated title per deed, sent wl ltr T1569308 PB
5431	02	Mantilla, Jimmy 5431 Del Coronado Dr	WARR	Warranty Deed	10/12/2022		Updated title per deed, sent wl ltr T1570561 PB
WN-HI	ESC \	WNH - Estero Ct					
7103	03	Sokolowich, Michael 7103 Estero Ct	WARR	Warranty Deed	10/17/2022		changed title per deed T1573615 sent wlmr
7122	02	Cardona, Juan	ALTA	Alternate address	10/12/2022		Updated address per email owner sent atty-tp
		7122 Estero Ct	ALTA	Alternate address	10/12/2022		From: Cristell Tamayo <ctamayo@build-care com=""> Sent: Friday, October 07, 2022 9:49 AM To: Steve Delach <steve@davidlopezpa,com>; Juan Cardona <jcardona@build-care.com> Subject: Re: RE:</jcardona@build-care.com></steve@davidlopezpa,com></ctamayo@build-care>
							I live in Colombia and go to Tampa twice a year, I have an office in Number I receive all the mail. Please send it to
							Cristell Tamayo 205 Columbia ave, Passaic, NJ 07055
							I want to pay the annual fee (no problem) but why to pay all the fees when I didn't have the information. Also, the house is new, they just gave me the house last year. I am new in the community, and I didn't know how that works
							Thank you
							Cristell Tamayo President/CEO Email: ctamayo@build-care.com Phone: 201-657-4242 www.build-care.com
WN-H	LLD \	NNH - Limelight Dr					
5415	02	Nash, Dustin 5415 Limelight Dr	WARR	Warranty Deed	10/12/2022		Updated title per deed, sent wl ltr PB
5419	02	Raymore, Roel 5419 Limelight Dr	WARR	Warranty Deed	10/18/2022		Updated title per deed, sent wl ltr PB
WN-H	MAW	WNH - Madrigal Way					
5506	02	Lamoureux, Michael 5506 Madrigal Way	WARR	Warranty Deed	10/26/2022		Updated title per deed, sent wl ltr T1586038 PB
5515	02	Stevens Jr, Robert 5515 Madrigal Way	WARR	Warranty Deed	10/04/2022		Updated title per deed, sent wl ltr PB
5614	02	Jean Bart, Leo 5614 Madrigal Way	WARR	Warranty Deed	10/25/2022		Updated title per deed, sent wl ltr T1584445 PB
WN-H	MLA	WNH - Mainland Ave					
7005	03	Humphrey, Jennifer 7005 Mainland Ave	WARR	Warranty Deed	10/25/2022		changed title per deed T1582339 sent wl -mr
WN_H	MSD	WNH-Milestone Dr					
		= .					

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Resident Notes Report Waterset HOA-Common 10/01/2022 - 10/31/2022

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WN

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

Unit	Res	sident	Note C	ode	Created	Completed	
6011	02	Elms, Caleb 6011 Milestone Dr	LGL	Legal	10/13/2022		Hi Teena, We sent out the disbursement check for this one and we believe there
							was fraud with the check and it probably won?t make it to you, but in case it does, can you make a note to not deposit it and let me know if you do receive it? It is check #2211 in the amount of \$548.10. We?re working with our bank now regarding the fraud and once it?s cleared up a replacement check will be issued. Thanks for your help.
							Steve Delach Office Manager and Collections & Foreclosure Supervisor DAVID J LOPEZ, P A Community Association Lawyers 201 East Kennedy Boulevard, Suite 775 Tampa, FL 33602 Phone (813) 229-0160 Fax (813) 229-0165 E-mail: steve@davidlopezpa.com
WN-H	OBD '	WNH-Old Benton Dr					
6918	02	Smith, Jason 6918 Old Benton Dr	WARR	Warranty Deed	10/03/2022		changed title per deed T1557558 sent wlmr
6919	03	Smith, Robert 6919 Old Benton Dr	WARR	Warranty Deed	10/05/2022		changed title per deed HUD T1569061 sent wl coupons -mr
WN-H	PDD \	WNH-Paradiso Dr					
7401	03	Hamilton Morgan, Joann 7401 Paradiso Dr	WARR	Warranty Deed	10/25/2022		changed title per deed T1581471 sent wlmr
WN-H	PSD \	WNH-Park Strand Dr					
6534	03	Freund, Kyle 6534 Park Strand Dr	WARR	Warranty Deed	10/25/2022		change title per deed, sent wl CW
6655	01	Davis Jr, Charles 6655 Park Strand Dr	LGL	Legal	10/31/2022		Hi Kathy & Teena,
		occorrant ordina bi					We received a check in the amount of \$793 10 from Mr Davis to full pay this property through September 2022 (see attached payoff table) We will deposit the check and hold for 10 business days to ensure it clears our bank. Then we will disburse the funds to the Association and close our file. Let us know if you have any questions. Thanks
							Steve Delach Office Manager and Collections & Foreclosure Supervisor DAVID J. LOPEZ, P.A.
WN-H	SLP	WNH-Springline PI					
6315	02	Nash, Floyd 6315 Springline Pl	LGL	Legal	10/04/2022		Hi Kathy & Teena,
		. 0					We received a check in the amount of \$975 00 from Mr. Nash to full pay this property through September 2022 (see attached lien letter) We will deposit the check and hold for 10 business days to ensure it clears our bank. Then we will disburse the funds to the Association, release the lien and close our file Let us know if you have any questions Thanks.

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Resident Notes Report Waterset HOA-Common 10/01/2022 - 10/31/2022

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WN

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

Unit	Res	ident	Note Code	Created	Completed	Notes
						Steve Delach Office Manager and Collections & Foreclosure Supervisor DAVID J. LOPEZ, P A Community Association Lawyers 201 East Kennedy Boulevard, Suite 775 Tampa, FL 33602
WN-HS	SC V	VNH-Shadowlake Dr				
6115	02	6115 ShadowLk Lnd Tr, 6115 Shadowlake Dr	WARR Warranty Deed	10/14/2022		changed title per deed T1571625 sent wlmr
WN-HS	SP V	VNH-Sunsail PI				
6309	03	Vieira, Daniel 6309 Sunsail Pl	WARR Warranty Deed	10/19/2022		changed title per deed T1575191 Per TP flag collections sent wlmr
WN-HT	rpl V	VNH- Tagalong Place				
5405	02	Rodriguez Alvarez, Victor 5405 Tagalong Pl	WARR Warranty Deed	10/19/2022		Updated title per deed, sent wiltr T1575542 PB
WN-HV	VFA 1	WNH - Wayfarer Ave				
5406	02	Pierce Johnson, Kimberly 5406 Wayfarer Ave	WARR Warranty Deed	10/18/2022		Updated title per deed, sent wiltr PB
5420	02	Lugo, Michael 5420 Wayfarer Ave	WARR Warranty Deed	10/03/2022		Updated title per deed, sent wl ltr PB
5439	02	Hammond, Christopher 5439 Wayfarer Ave	WARR Warranty Deed	10/17/2022		Updated title per deed, sent wl ltr T1575545 PB
5444	02	Johnston, Brett 5444 Wayfarer Ave	WARR Warranty Deed	10/20/2022		Updated title per deed, sent wl ltr T1580462 PB
5460	02	Pellegrini, Sharyne 5460 Wayfarer Ave	WARR Warranty Deed	10/29/2022		Updated title per deed, sent willtr PB

Waterset 2022 ACTION LIST

Activity Type	Location (HOA, NCDD, CCDD)	Original Date	Description	Status	Complete by Date	Open/Closed	Owner
Maintenance	CCDD	8/22/2022	Cleaning of Clubhouse carpet	Stantley Steemer was on property on 8/30/22 and completed cleaning.	31-Aug-22	CLOSED	Kathy
Maintenance	CCDD	8/22/2022	meeting with citywide regarding cleaning crew	Completed on 8/26/22	31-Aug-22	CLOSED	Kathy
Maintenance	CCDD	8/30/2022	Solicit quotes for interior painting of the clubhouse	Contacted 2 vendors, awaiting quotes - received 1 quote awaiting 1 more	30-Sep-22	CLOSED	Kathy
Maintenance	CCDD	9/29/2022	Pressure wash clubhouse walls		14-Oct-22	CLOSED	Scott/Kathy
Maintenance	CCDD	9/29/2022	Clean/pressure wash Clubhouse windows		14-Oct-22	CLOSED	Scott/Kathy
Maintenance	CCDD	9/29/2022	Clean up clubhouse pool area after storm,		7-Oct-22	CLOSED	Kathy/Scott
Admin	CCDD	9/29/2022	Take pictures of clubhouse after storm		3-Oct-22	CLOSED	Kathy
Admin	CCDD	9/29/2022	Post Storm Property Inspection		3-Oct-22	CLOSED	Kathy
Admin	CCDD	9/29/2022	Follow up with Job Requisition for Administrative Assistant-front desk	Intereviewd candidate and offered position.	31-Oct-22	CLOSED	Kathy
Maintenance	CCDD	9/29/2022	Make a list of signs on the property that were damaged due to storm to send to onsight.	In proces	14-Oct-22	CLOSED	Kathy
Admin	CCDD	10/3/2022	Karina's 90 day review	In process	7-Oct-22	CLOSED	Kathy
Admin	CCDD	10/3/2022	Josh 90 day review	In process	21-Oct-22	CLOSED	Kathy
Admin	CCDD	10/3/2022	Vendor for Clubhouse roof repairs		31-Oct-22	OPEN	Kathy
Maintenance	CCDD	10/12/2022	Simon Saids Repairs	awaiting to be scheduled by install vendor	30-Nov-22	OPEN	Kathy/Scott
Maintenance	CCDD	10/12/2022	Recess Light repair in Galhering room	awaiting parts to be delivered to Hawkins Electric	30-Nov-22	OPEN	Kathy/Scoti
Mainenance	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	Awaiting proposal	30-Nov-22	OPEN	Kathy/Scott
Maintenance	CCDD	11/2/2022	Trimming of palms around clubhouse		30-Nov-22	OPEN	Kalhy/Scott

Tab 6

MINUTES OF MEETING 1 2 3 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 4 5 that a verbatim record of the proceedings is made, including the testimony and evidence 6 upon which such appeal is to be based. 7 8 WATERSET CENTRAL 9 COMMUNITY DEVELOPMENT DISTRICT 10 11 The regular meeting of the Board of Supervisors of the Waterset Central Community 12 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. 13 14 15 Present and constituting a quorum: 16 17 18 Lynda McMorrow Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Lenny Wooster 19 Deneen Klenke Board Supervisor, Chairman 20 21 22 Also present were: 23 24 Jerry Whited District Manager; Rizzetta & Company 25 John Toborg Landscape Maintenance Manager; Rizzetta & Co. Gail Huff **Ballenger Irrigation** 26 27 Erin McCormick District Counsel, Erin McCormick, P.A. Sunrise Landscape 28 Alex Gonzalez Sunrise Landscape 29 Jeff Cane 30 Katiria Parodi Castle Group 31 32 33 FIRST ORDER OF BUSINESS Call to Order 34 35 Mr. Whited called the meeting to order and read the roll call. 36 SECOND ORDER OF BUSINESS 37 **Audience Comments** 38 39 There were two audience comments focused on the ponds. 40 THIRD ORDER OF BUSINESS 41 Discussion of new maintenance map 42 exhibit 43 44 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 45 46 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

47

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 lan.

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

89	1.	Presentation of Manager	ment Report				
90 91 92 93 94 95	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.						
96	C.	District Manager					
97 98 99	The Boa	ard received the District Mar	nager's update.				
100 101 102	SIXTH ORI	DER OF BUSINESS	Consideration of Minutes of the Board of Supervisors' Regular Meeting held on September 8, 2022				
103 104 105 106	The Board of September		e Regular Meeting of the Board of Supervisors held				
	approved		by Ms. McMorrow, the Board unanimously Supervisors Meeting held on September 8, nity Development District.				
107 108	SEVENTH	ORDER OF BUSINESS	Supervisor Requests				
109 110	There	were no Supervisor Reque	sts.				
111 112 113	EIGHTH OF	RDER OF BUSINESS	Adjournment				
		o adjourn the meeting at 10	by Mr. Williams, the Board unanimously :32 a.m., for the Waterset Central Community				
114 115 116							
117	Assistant So	ecretary	Chair / Vice Chair				