



Rizzetta & Company

Waterset South Community Development District

Board of Supervisors' Regular Meeting August 13, 2026

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

www.watersetsouthcdd.org

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578

District Board of Supervisors	Amanda King	Chairman
	Pete Williams	Vice Chairman
	Deneen Klenke	Assistant Secretary
	Lynda McMorrow	Assistant Secretary
	John Blakley	Assistant Secretary
District Manager	Stephanie DeLuna	Rizzetta & Company, Inc.
District Counsel	Alyssa Willson	Kutak Rock LLP
District Engineer	Strickland Smith	Heidt Design LLC

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

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

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

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

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
Watersetsouthcdd.org

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

August 6, 2026

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterset South Community Development District will be held on **Thursday, August 13, 2026, at 10:00 a.m.** at the offices of **Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578.**

BOARD OF SUPERVISORS' MEETING:

1. CALL TO ORDER/ ROLL CALL

2. AUDIENCE COMMENTS ON AGENDA ITEMS

3. STAFF REPORTS

- A.** Aquatic Report..... Tab 1
 - i. Presentation of Monthly Renewal of Fuel Surcharge Tab 2
- B.** Landscape and Irrigation
 - i. Presentation of Community Asset Management Report
(under separate cover)
 - ii. Landscape Contractor Update Tab 3
 - iii. Irrigation Contractor Response..... Tab 4
 - iv. Presentation of United Land Services Proposals Tab 5
- C.** District Counsel
- D.** District Engineer
- E.** Clubhouse Manager Report
- F.** District Manager

4. BUSINESS ITEMS

- A.** Public Hearing Approving Fiscal Year 2026/2027 Final Budget .. Tab 6
 - i. Consideration of Resolution 2026-18; Approving
Fiscal Year 2026/2027 Final Budget Tab 7
 - ii. Consideration of FY 2026/2027 Funding Agreement..... Tab 8
- B.** Public Hearing Levying Fiscal Year 2026/2027 O&M Assessments
 - i. Consideration of Resolution 2026-19; Levying Fiscal Year
2026/2027 O&M Assessments Tab 9
- C.** Public Hearing of Revised Rules of Procedure
 - i. Consideration of Resolution 2026-20; Approving
Revised Rules of Procedure Tab 10
- D.** Consideration of Resolution 2026-21; Approving
Fiscal Year 2026/2027 Meeting Schedule Tab 11
- E.** Ratification of Irrigation Controller Tab 12
- F.** Consideration of Resolution 2026-22; Public Comment Policy..... Tab 13
- G.** Consideration of Bright Brothers Agreement..... Tab 14

5. BUSINESS ADMINISTRATION - CONSENT AGENDA ITEMS

- A.** Consideration of Minutes of the Board of Supervisors'
Meeting held on July 9, 2026.....Tab 15

6. PUBLIC COMMENTS

7. SUPERVISOR REQUESTS

8. 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,
Stephanie DeLuna
District Manager

Tab 1



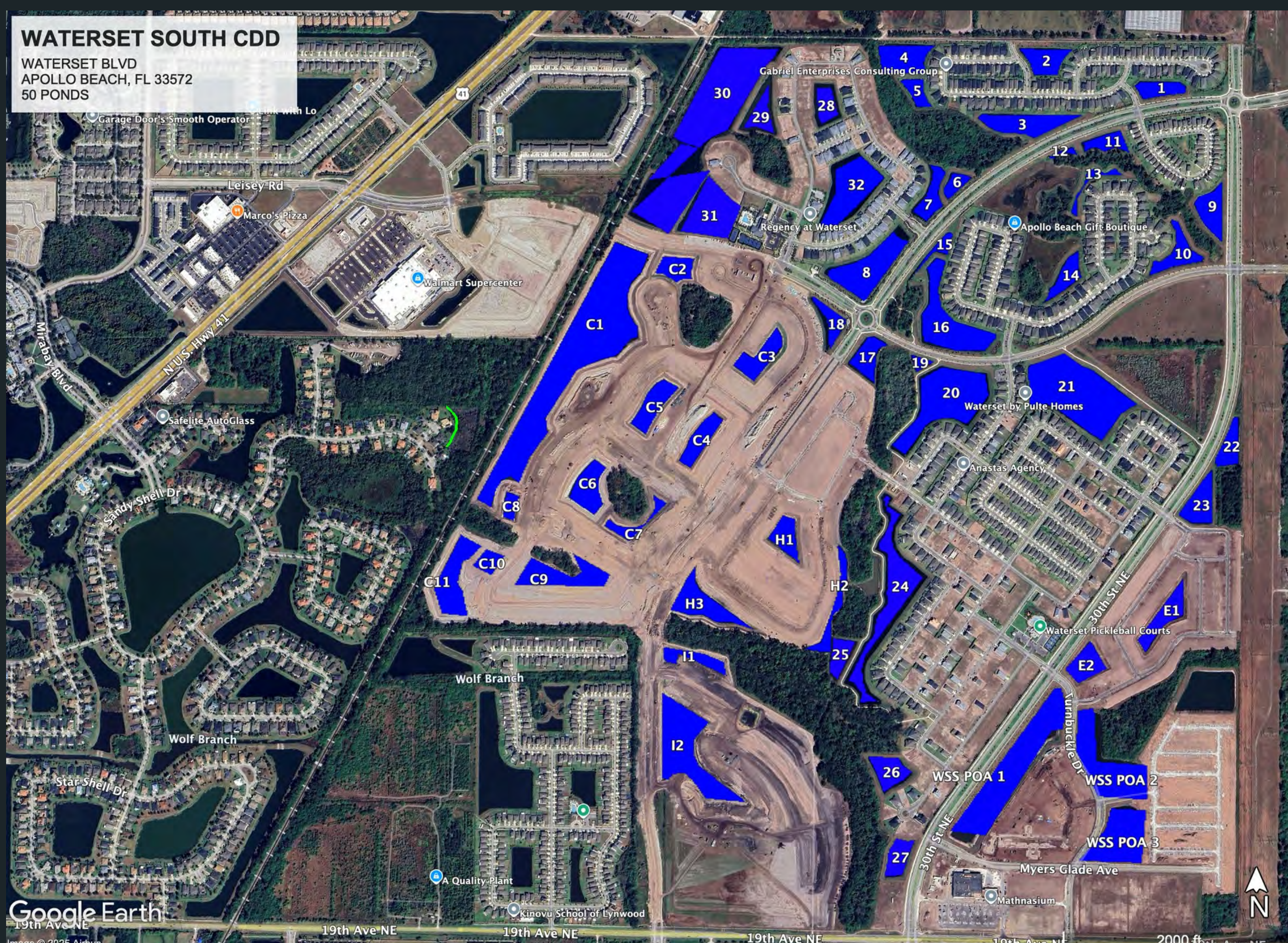
MONTHLY REPORT

AUGUST, 2026



WATERSET SOUTH CDD

WATERSET BLVD
APOLLO BEACH, FL 33572
50 PONDS



SUMMARY:

The well needed rain is finally coming and extremely appreciated. During this time we hope to see water levels increase tremendously over the next several weeks and bring us back to those high water marks. With this rain we'll see an increase of trash that has compiled in the storm drains from lack of rain water flow. We will be diligent as we go attending to the influx of trash.



Pond #30 Treated for Algae and Shoreline Vegetation.



Pond #C1 Treated for Cattails and Shoreline Vegetation.



Pond #18 Treated for Shoreline Vegetation.



Pond #C4 Treated for Shoreline Vegetation.



Pond #C2 Treated for Shoreline Vegetation.



Pond #C3 Treated for Shoreline Vegetation.



Pond #H1 Treated for Shoreline Vegetation.



Pond #25 Treated for algae and Shoreline Vegetation.



Pond #H2 Treated for Shoreline Vegetation.



Pond #27 Treated for Algae and Shoreline Vegetation.



Pond #26 Treated for Algae and Shoreline Vegetation.



Pond #24 Treated for Algae, Chara and Shoreline Vegetation.



Pond #C6 Treated for Shoreline Vegetation.



Pond #C7 Treated for Shoreline Vegetation.



Pond #C5 Treated for Shoreline Vegetation.

Tab 2



Subject: Notice of Temporary Fuel Surcharge

We value the trust you place in Sitex Aquatics & remain committed to providing the reliable, high quality service at a fair price you have been used too.

As you know over the last few months, fuel prices have increased significantly, resulting in a substantial rise in our operating cost, particularly for our service vehicles & equipment. While we have absorbed these increases for as long as possible & with no relief in the near future we have no choice but add a temporary fuel charge of 3% to the monthly invoice effective April 1st.

As soon as fuel prices drop & stabilize this surcharge will be eliminated, hopefully sooner than later!

We appreciate your understanding, loyalty, & continued partnership moving forward.

Sincerely,

Joe Craig

President

Sitex Aquatics llc.

813.564.2322

joe@sitexaquatics.com

Tab 3

Lawn & Ornamental Report

Contractor: ULS

Property: Watiset

Date: 07 / 06 / 26

Applicator Information:
Name - Kristine Park

Turf Application ☒

Scheduled Application ☒

I.D. Card # - LF287020

Ornamental Application ☐

Service Call ☐

Turf Application Information

Ornamental Application Information

Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: ☒ Granular: ☐ 1) Analysis: <u>Micro nutrients</u> Application Rate: <u>80 Sals</u> (lbs. N / 1000 Sq. Ft.) Area(s) Treated: <u>Watiset</u> <u>30th</u> <u>Covington</u> 2) Analysis: <u>0-0-25</u> Application Rate: <u>1 Pnds</u> (lbs. N / 1000 Sq. Ft.) Area(s) Treated: _____ Report Item #(s): _____	Liquid: ☒ Herbicide(s) Used: 1) <u>Mono 802</u> 2) _____ Area(s) Treated: <u>Watiset</u> <u>Covington</u> <u>30th</u> Granular: ☐ Herbicide Used: 1) _____ Area(s) Treated: _____ Report Item #(s): _____	Fungicide / Insecticide Used: 1) <u>Triple crown</u> <u>2 Sals</u> Target Pest: <u>Chinch bugs</u> <u>Spot treatment</u> Area(s) Treated: <u>30th</u> <u>Watiset Rd</u> <u>Covington</u> 2) _____ Target Pest: _____ Area(s) Treated: _____ Report Item #(s): _____	Liquid: ☐ Granular: ☐ 1) Analysis: _____ Palms: ☐ Annuals: ☐ Plants: All ☐ Selected ☐ 2) Analysis: _____ Palms: ☐ Annuals: ☐ Plants: All ☐ Selected ☐ Report Item #(s): _____	Fungicide / Insecticide Used: 1) _____ Target Pest: _____ Plants(s) Treated: _____ 2) _____ Target Pest: _____ Plants(s) Treated: _____ 3) _____ Target Pest: _____ Plants(s) Treated: _____ Report Item #(s): _____

Comments & Observations: _____

Technician's Signature

Manager's Signature:

Job Name: Waterset South CDD
Job Number : A
Controller
#/Location: WSB & Summer Sunset
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days		
A	6:00 AM	100	M	W	F
B	6:00 AM	100	T	TH	S
C			M	T	W TH F S S
D	8:00 AM	100	M	TH	s
E			M	T	W TH F S S
F			M	T	W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	D	S	S	S	D	S	S	R	S	S	D	S	R	S	S	R
Turf - Shrub - Annuals	S	T	T	T	S	T	T	T	T	T	S	T	T	T	T	T
Run Time Program A, B, C		20	20	20		20	20	45	20	20		20	20	20	20	45
Run Time Program D	45				30						30					
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																

BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : A
Controller
#/Location: WSB & Summer Sunset
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	6:00 AM	100	M W F
B	6:00 AM	100	T TH S
C			M T W TH F S S
D	8:00 AM	100	M TH s
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray - Rotor - Drip - Bubbler - MP	S	S	S	S	S	TB	S	R	D	S	TB	R	D	S	S	S
Turf - Shrub - Annuals	T	T	T	T	T	TB	T	T	S	T	S	T	S	T	T	T
Run Time Program A, B, C	20	20	20	20	20		20	45		20		35		20	20	20
Run Time Program D						0			45		5		30			
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
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Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : A
Controller
#/Location: WSB & Summer Sunset
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days		
A	6:00 AM	100	M	W	F
B	6:00 AM	100	T	TH	S
C			M	T	W TH F S S
D	8:00 AM	100	M	TH	s
E			M	T	W TH F S S
F			M	T	W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray - Rotor - Drip - Bubbler - MP	D	S	S	S	S	S	TB	R	TB	S	S	D	TB	S	S	D
Turf - Shrub - Annuals	S	S	T	T	T	T	S	T	S	T	T	S	S	T	T	S
Run Time Program A, B, C	45						10		20			45	30			10
Run Time Program D		20	20	20	20	20		40		20	20			20	20	
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
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Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD

Job Number : A

Controller

#/Location: WSB & Summer Sunset

Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days		
A	6:00 AM	100	M	W	F
B	6:00 AM	100	T	TH	S
C			M	T	W TH F S S
D	8:00 AM	100	M	TH	s
E			M	T	W TH F S S
F			M	T	W TH F S S

Controller Make: Hunter

Controller Model: ACC2

Controller Status: Two Wire

Weather / Rain Sensor: Working

Point of Connection Type: Potable Reclaim Well Lake

Well & Pump Type: Pressurized Centrifigual

Pump Start Submersible

ZONE INFORMATION	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray - Rotor - Drip - Bubbler - MP	R	R	S	TB	D	S	R	S	R	S	S	S	D	S	TB	
Turf - Shrub - Annuals	T	T	T	S	S	T	T	T	T	T	T	T	S	T	S	
Run Time Program A, B, C				10	45								45		10	
Run Time Program D	45	45	20			20	40	10	40	20	15	20		20		
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
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Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : B
Controller
#/Location: WSB & Summer Sunset
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	8:00 PM	100	M W F
B	8:00 PM	100	T TH S
C			M T W TH F S S
D	8:00 AM	100	M TH s
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	D	S	TB	R	S	R	S	S	S	S	S	TB	S	S	D	S
Turf - Shrub - Annuals	S	T	S	T	T	T	T	T	T	T	T	S	T	T	S	T
Run Time Program A, B, C		20		45	20	45	20	20	20	20	20		20	20		20
Run Time Program D	30		1									10			30	
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
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Partially Clogged Nozzle																
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Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : B
Controller
#/Location: WSB & Summer Sunset
Date: 7/6/2026



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Run Time Program A, B, C	20	20	20		20	20		45	20	20	20		20		20	20
Run Time Program D				30			30					5		5		
Node - Add a Zone - Doubler																
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Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : B
Controller
#/Location: WSB & Summer Sunset
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	8:00 PM	100	M W F
B	8:00 PM	100	T TH S
C			M T W TH F S S
D	8:00 AM	100	M TH s
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F			M T W TH F S S

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Turf - Shrub - Annuals	T	T	T	T	T	S	S	T	T	T	T	T	S	T	T	T
Run Time Program A, B, C		20	20													
Run Time Program D	20			20	20			45	20	20	20	20		20	20	45
Node - Add a Zone - Doubler						5	30						5			
Zone Fault or Alarm																

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Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : C
Controller
#/Location: CGD & WSB
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	8:00 PM	100	M W F
B			M T W TH F S S
C	4:00 AM	100	T F S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
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Spray - Rotor - Drip - Bubbler - MP	TB	S	S	S	D	TB	S	S	S	D	TB	S	S	S	D	TB
Turf - Shrub - Annuals	S	T	T	T	S	S	T	T	T	S	S	T	T	T	S	S
Run Time Program A, B, C		20	20	20	30		20	20	20			20	20	20		
Run Time Program D	10					1				30	5				25	1
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
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Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : C
Controller
#/Location: CGD & WSB
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	8:00 PM	100	M W F
B			M T W TH F S S
C	4:00 AM	100	T F s
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray - Rotor - Drip - Bubbler - MP	S	S	D	S	S	D	R	TB	S	S	S	S	TB	S	S	S
Turf - Shrub - Annuals	A	T	S	T	T	S	T	S	T	T	T	T	S	T	T	T
Run Time Program A, B, C	5	20		10	20		40		20	20	20	20		20	20	20
Run Time Program D			30			30		1					5			
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : C
Controller
#/Location: CGD & WSB
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	8:00 PM	100	M W F
B			s
C	4:00 AM	100	T F s
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray - Rotor - Drip - Bubbler - MP	D	MP	D	MP	S	S	S	S	TB	D						
Turf - Shrub - Annuals	S	T	S	T	T	T	T	T	S	S						
Run Time Program A, B, C		60		45	20	20	20	15								
Run Time Program D	30		30						3	30						
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: zones 43-74 added to controller and system no knowledge or location information.
repaired damaged lateral line frm costruction vehicle (drove over curb while going around traffic circle too fast) CGD @WSB SE

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : B
Controller
#/Location: WSB & Summer Sunset
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	8:00 PM	100	M W F
B	8:00 PM	100	T TH S
C			M T W TH F S S
D	8:00 AM	100	M TH s
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray - Rotor - Drip - Bubbler - MP	S	S	R	S	S	S	TB	S	S	S	TB	S	S	D	R	S
Turf - Shrub - Annuals	T	T	T	T	T	T	S	T	T	T	S	T	T	S	T	T
Run Time Program A, B, C							10							30		
Run Time Program D	20	20	45	20	20	20		20	20	20	0	20	20		45	20
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																1
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																1
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : G1
Controller
#/Location: 30th & Jensen View
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	7:00 PM	100	M W F
B	8:00 PM	100	T TH S
C	8:00 AM	100	M TH S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	D	S	R	R	S	S	S	S	S	S	S	R	R	TB	S	S
Turf - Shrub - Annuals	S	T	T	T	T	T	T	T	T	T	T	T	T	S	T	T
Run Time Program A, B, C		20	45	45	20	20	20	20	20	20	20	45	45		20	20
Run Time Program D	25													2		
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : G1
Controller
#/Location: 30th & Jensen View
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	7:00 PM	100	M W F
B	8:00 PM	100	T TH S
C	8:00 AM	100	M TH S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray - Rotor - Drip - Bubbler - MP	D	D	D	S	TB	S	D	S	R	S	S	TB	D	S	S	R
Turf - Shrub - Annuals	S	S	S	T	S	T	S	T	T	T	T	S	S	T	T	T
Run Time Program A, B, C				20		20		20	45	20	20			20	20	45
Run Time Program D	45	45	45		20		45					2	45			
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : G1
Controller
#/Location: CGD & WSB
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	7:00 PM	100	M W F
B	8:00 PM	100	T TH S
C	8:00 AM	100	M TH s
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray - Rotor - Drip - Bubbler - MP	TB	S	S	R	R	S	D	S	S	S	D	S	S	D	S	S
Turf - Shrub - Annuals	S	T	T	T	T	T	S	T	T	T	S	T	T	S	T	T
Run Time Program A, B, C	4						30				60			60		
Run Time Program D		20	20	45	45	20		20	20	20		20	20		20	20
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray		1														
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : G1
Controller
#/Location: 30th & Jensen View
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	7:00 PM	100	M W F
B	8:00 PM	100	T TH S
C	8:00 AM	100	M TH S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray - Rotor - Drip - Bubbler - MP	S	S	S	S	TB	D	R	R	S	D						
Turf - Shrub - Annuals	T	T	T	T	S	S	T	T	T	S						
Run Time Program A, B, C																
Run Time Program D	20	20	20	20	2	60	45	45	20	20						
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : G2
Controller
#/Location: 30th & Opposite Creek Sand
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	11:00 PM	100	M W F
B	10:00 PM	100	T TH S
C			M T W TH F S S
D	8:00 AM	100	TFS
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	S	S	S	R	R	S	D	D	D	S	S	S	D	TB	S	S
Turf - Shrub - Annuals	T	T	T	T	T	T	S	S	S	T	T	T	S	S	T	T
Run Time Program A, B, C	20	20	20	45	45	20	30	60	60	20	20	20	60	5	20	20
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : G1
Controller
#/Location: 30th & Jensen View
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	11:00 PM	100	M W F
B	10:00 PM	100	T TH S
C			M T W TH F S S
D	8:00 AM	100	T F s
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray - Rotor - Drip - Bubbler - MP	S	D	S	S	D	TB	S	R	R	S	D	TB	S	S	S	S
Turf - Shrub - Annuals	T	S	T	T	S	S	T	T	T	T	S	S	T	T	T	T
Run Time Program A, B, C	20	60	20	20	60	2	20									
Run Time Program D								45	45	20	30	10	20	30	20	20
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray															1	
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor								20								
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"															1	
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number : G 2
Controller
#/Location: CGD & WSB
Date: 7/8/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	11:00 PM	100	M W F
B	10:00 PM	100	T TH S
C			M T W TH F S S
D	8:00 AM	100	T F
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ACC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray - Rotor - Drip - Bubbler - MP	S	D	R	S	S	S	D	S		S	TB	D	S	R		
Turf - Shrub - Annuals	T	S	T	T	T	T	S	T		T	S	S	T	T		
Run Time Program A, B, C																
Run Time Program D	20	30	45	20	20	20	30	20		20	10	60	20	40		
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straightened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral										3						

Comments: zone 38 discovered zone valve flow control closed preventing irrigation,opened set to run everyday to recover

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Summer Sunset Park
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	2:00 AM	100	M W F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ICC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	D	S	MP	TB	MP	D	S	S	MP	MP	MP					
Turf - Shrub - Annuals	S	T	T	S	T	S	T	T	T	T	T					
Run Time Program A, B, C	15	20	20	2	45	30	15	0	30	45	15					
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Everlong Lift Station
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	3:00am	100	M W F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: X Core
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	S	S		S	TB	D	S	S	S							
Turf - Shrub - Annuals	T	T		T	S	S	T	T	T							
Run Time Program A, B, C	15	20		20	5	30	20	15	15							
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: replaced controller 9damaged from ant infestation0. sprays area to prevent future damage

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Midship Circle
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	4:00 AM	100	T F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: Node
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	D															
Turf - Shrub - Annuals	S															
Run Time Program A, B, C	60															
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Hidden Branch West
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	3:45 AM	100	M W F
B	5:00 AM	100	T F
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ICC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	S	S	S	S	TB	TB	S	S	D	S						
Turf - Shrub - Annuals	T	T	T	T	S	S	T	T	S	T						
Run Time Program A, B, C	20	20	20	20		2	20	20		20						
Run Time Program D					5				40							
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Hidden Branch East
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	1:00 AM	100	M W F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: ICC2
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	S	S	S	S	D	R	R	S								
Turf - Shrub - Annuals	T	T	T	T	S	T	T	T								
Run Time Program A, B, C	20	20	35	20	45	45	45	15								
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray		1						1								
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Bellidio Lane
Date: 7/7/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	4:00 AM	100	M W F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: X Core
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	S	TB	TB	TB												
Turf - Shrub - Annuals	T	S	S	S												
Run Time Program A, B, C	20	5	5	5												
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Golden Nettle Lift Station
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	3:00 AM	100	M W F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: Node
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	TB	D		S												
Turf - Shrub - Annuals	S	S		T												
Run Time Program A, B, C	3	20		20												
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

Job Name: Waterset South CDD

Job Number :

Controller

#/Location: Roadstead Circle

Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days						
A	4:00 AM	100	M	W	F				
B			M	T	W	TH	F	S	S
C			M	T	W	TH	F	S	S
D			M	T	W	TH	F	S	S
E			M	T	W	TH	F	S	S
F			M	T	W	TH	F	S	S

Controller Make: Hunter

Controller Model: Node

Controller Status: Two Wire

Weather / Rain Sensor: Working

Point of Connection Type: Potable Reclaim Well Lake

Well & Pump Type: Pressurized Centrifigual

Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	D	S	TB	S												
Turf - Shrub - Annuals	S	T	S	T												
Run Time Program A, B, C	45	20	2	20												
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS																
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR																
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: replaced node batteries

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Creek Sand Park
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	1:00 AM	100	M W F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: X Core
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	S	S	S	S	TB	S	S	S	S	S	D	S				
Turf - Shrub - Annuals	T	T	T	T	S	T	T	T	T	T	S	T				
Run Time Program A, B, C	20	3	20	20	2	20	20	20	20	5	30	10				
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straightened / Adjusted																
Head Broken 6" Spray				3												
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"									1							
Lateral Line 1.5"+																
BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: south side gets run off from neighboring home

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Turnbuckle
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	12:15 AM	100	M W F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: X Core
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifigual
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	S	S	S	S	D	S	S	D	S	TB						
Turf - Shrub - Annuals	T	T	T	T	S	T	T	S	T	S						
Run Time Program A, B, C	20	20	20	20	45	20	20	45	20	2						
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straightened / Adjusted																
Head Broken 6" Spray		1	3	1												
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: replaced damaged spray heads from house costructio rear border,excavator went over property line.

Tech Name: Charlie

Job Name: Waterset South CDD
Job Number :
Controller
#/Location: Sea Breeze Circle
Date: 7/6/2026



Program	Start Time	Seasonal Adjust %	Run Days
A	4:00 AM	100	M W F
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter
Controller Model: X Core
Controller Status: Two Wire
Weather / Rain Sensor: Working
Point of Connection Type: Working
Well & Pump Type: Pressurized Centrifigal
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	D	S	S	TB												
Turf - Shrub - Annuals	S	T	T	S												
Run Time Program A, B, C	45	20	20	2												
Run Time Program D																
Node - Add a Zone - Doubler																
Zone Fault or Alarm																

CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Clogged Spray Filter																
Partially Clogged Nozzle																
Valve Under 2"																
Head Straigtened / Adjusted																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Replaced																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Over 2" Mainline Break																
Broken Valve Box																
Decoder																
Solenoid																
Over 2" Valve Inoperable																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Charlie

WEEKLY PRESSURE CHECK

Monday, July 6, 2026

Prepared For WSS

16 Issues Identified



A

NO WATER DUE TO CONSTITUTION CURRENTLY NO IRRIGATION TO ENTIRE CONTROLLER AREA



B

Pressure good



C

Unable to obtain current pressure due to ongoing uncoordinated addition to area C to WSB extension



G 1

Pressure good



G. 2

Pressure ok (slightly lower due to construction in A controller)



SEA BRANCH CIRCLE

Pressure good



CREEK SAND PARK

Pressure good



EVERLONG LIFT STATION PARK

Pressure good (controller currently inoperable awaiting approval for replacement)



TURNBUCKLE PARK

Pressure good



SUMMER SUNSET PARK

Pressure good



ROADSTEAD CIRCLE

Pressure good



GOLDEN NETTLE LIFT STATION

Pressure good



BELLIDO

Pressure good



HIDDEN BRANCH WEST

Pressure good



MID SHIP CIRCLE

Pressure good



HIDDEN BRANCH EAST

Pressure good

WEEKLY PRESSURE CHECK

Monday, July 13, 2026

Prepared For WSS

16 Issues Identified



A
Pressure good



B
Pressure good



C
Pressure good



G 1
Pressure good



G 2

Pressure good



SEA BRANCH CIRCLE

Pressure good



CREEK SAND PARK

Pressure good



TURNBUCKLE PARK

Pressure good



HIDDEN BRANCH WEST

Pressure good



MID SHIP CIRCLE

Pressure good



HIDDEN BRANCH EAST

Pressure good



EVERLONG LIFT STATION

Pressure good



SUMMER SUNSET PARK

Pressure good



ROADSTEAD CIRCLE

Pressure good



BELLIDO

Flushed filter, pressure now going's



GOLDEN NETTLE LIFT STATION

Pressure good

WEEKLY PRESSURE CHECK

Monday, July 20, 2026

Prepared For WSS

16 Issues Identified



A
Pressure good



B
Pressure good



C
Pressure good



G 1
Pressure good



G 2

Pressure good



SEA BRANCH

Pressure good



CREEK SAND PARK

Pressure good



TURNBUCKLE PARK

Pressure good



EVERLONG LIFT STATION

Pressure good



HIDDEN BRANCH WEST

Pressure good



MID SHIP CIRCLE

Pressure good



HIDDEN BRANCH EAST

Pressure good



SUMMER SUNSET PARK

Pressure good



ROADSTEAD CIRCLE

Pressure good



BELLIDO

Pressure good



GOLDEN NETTLE LIFT STATION

Pressure good

WATERSET SOUTH

COMMUNITY ASSET MANAGEMENT REPORT



June 24, 2026
Rizzetta & Company
John R. Toborg – Division Manager
Community Asset Management



Rizzetta & Company
Professionals in Community Management

Updates, Covington Garden Drive, 30th Street

General Updates, Recent & Upcoming Maintenance Events:

- During the month of August, ULS has 164 Gals. Of 12-0-0 chelated slow-release liquid Nitrogen being applied. Per the Hills. Co. blackout of Nitrogen and Phosphorus this is not permitted. What will the alternative be?

The following are action items for United Land Services (ULS) 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. What is occurring with the turf on the west side of Covington Garden Drive (CGD) near the power lines? Are there irrigation zones down? (Pic 1)



2. Hand pull weeds from [3] very weedy 30th Street roundabout
3. **For the board's information, I am including some pictures of the construction taking place along both sides of 30th Street north of Waterset Blvd. (WSBlvd.) (Pics 3a – c>)**
4. Eradicate weeds from the Juniper bed at the west end of the large landscape buffer on the NW corner of the 30th Street/WSBlvd. roundabout.



5. I will look again in July, but there may be a dead Bald Cypress on the pond bank at Bellido and Golden Nettle. (Pic 5> & snippet)



Summary of Comments on Slide 1

Page: 2

 Number: 1 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:11:38 AM
agronomics tech applied liquid micronutrients with iron

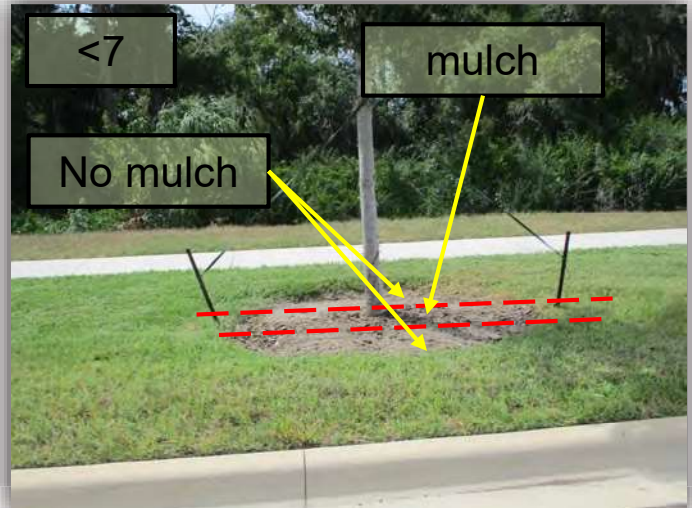
 Number: 2 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:13:11 AM
zone was shut down by others, tech turned on and checked coverage, now restored

 Number: 3 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:13:46 AM
complete

 Number: 4 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:14:21 AM
completed

Golden Nettle Pocket Park, Sea Horn/WSBlvd.

6. Turf appearance has much improved in the Golden Nettle pocket park.
7. I need to remind crews that mowers are not to mow over tree rings or the edges of other landscape beds containing mulch. We mulched not all that long ago, and many tree rings are now without mulch. Crews must also not blow grass clippings into the mulch beds or tree rings. (Pic 7>) 
8. Many Ixora did come back from the winter freezes, and the dead growth needs to be removed. (Pic 8>) 
9. In the last bed on the WSBlvd. median before getting to Sea Horn westbound, inspect the bed of Muhly Grasses for Woolly  aphid and treat accordingly. (Pic 9>>) 



10. Not sure what occurred here because Crape Myrtles are difficult to kill, but we have a dead one on the WSBlvd. median across from Sea Horn. Can ULS help to identify the cause of death? It is one of a pattern of three so, I will ask for a replacement. (Pic 10>) 



Page: 3

 Number: 1 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:58:13 AM
uls has reminded crew to stop over-mowing tree rings, new mulch will be installed

 Number: 2 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:58:22 AM

 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:58:35 AM
in progress

 Number: 3 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:56:53 AM
agronomics tech applied crosscheck

 Number: 4 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:57:26 AM
irrigation was checked and has proper coverage, uncertain as to cause of decline

Hidden Branch East Park, 30th Street Trailhead

11. We still have our work cut out for us regarding the turf in Hidden Branch Park east. If we could get the interior to look like the outer interior perimeter, it would look so much better. (Pic 11>)

12. Cut the Blue Daze on the Wolf Park media ¹

13. I will monitor a couple more Shumard Oaks just past the cluster of palms at the 30th Street trailhead. They are lagging behind the others. Also, the flood bubbler has been pulled up, crimped and fixed to an upper tree limb on one. Why? Sweet Viburnum is not stellar in this location. Is irrigation 100% here? (Pics 13a & b>)



14. What is the status of the replacement Shumard Oak along the west side of 30th Street south of the trailhead? (Pic 14>>) ³



Page: 4

 Number: 1 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:15:27 AM
week of july 20

 Number: 2 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:15:44 AM

 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:16:32 AM
bubbler replaced, viburnum getting proper coverage

 Number: 3 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:17:00 AM
uls will replace under warranty

30th Street, Founders' Club, Turnbuckle

15. Can ULS tend to this bent tree on the west side of 30th Street behind the 2nd – 3rd house north of the Founders' Club? It may need to be re-staked. (Pic 15) 



16. We need to start delineating the plant species outside the Founders' Club sport courts and 30th Street. Podocarpus are becoming unruly. But turf approaching Turnbuckle is also in need of some attention. There are weeds and bare spots forming. (Pic 16>) 

17. The individual blades of St. Augustine turf in the open lawn on the west side of the Founder's Club are folding up indicating they are protecting themselves from the sun and heat – what is the irrigation frequency and duration here? (Pic 17>)



18. Dead growth has not been removed from the rejuvenating Ixora on the Founders' Club north berm. 

19. Top the Podocarpus around the sport courts and the Founders' Club clubhouse 

20. What is ULS doing to improve the turf condition at the Turnbuckle mail kiosk lawn? 



21. What is occurring here with the turf in the Creek Sand & Wildwind corner pocket park? (Pic 21>) 



Page: 5

 Number: 1 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:18:31 AM

 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:18:50 AM
in progress

 Number: 2 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 9:00:07 AM

 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:17:48 AM
uls will re-stake tree with rebar

 Number: 3 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 9:00:17 AM
completed 7/16/26

 Number: 4 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:22:10 AM
applied liquid micronutrients 7/8/26, will monitor

 Number: 5 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:56:12 AM
liquid micronutrients and manor weed control applied, will monitor

 Number: 6 Author: CristiCochran Subject: Sticky Note Date: 7/16/2026 8:22:14 AM
irrigation increased, liquid micronutrients and weed control product manor applied

Creek Sand Park



Proposals

1. ULS to provide a proposal to completely remove this dead Crape Myrtle on the WSBlvd. median at the Sea Horn intersection. Although the landscape plans call for a "Natchez" Crape Myrtle (white), the existing Crape Myrtles are a warm pink color. Were these Natchez switched out to "Sioux" Pink? Proposal must include the construction of an 8" – 10" earthen saucer containing a 30 Gal. Gator Bag with a working flood bubbler fixed to and through the top of the bag and mulch. (Pic 1)



1





Number: 1

Author: CristiCochran

Subject: Sticky Note Date: 7/16/2026 8:48:40 AM

opportunity 241139

Tab 4



July 14, 2026

Waterset South Founders Club

Responses to Waterset South CDD Community Asset Report

17. The irrigation in this large field is operating two days a week, Tuesday and Saturday. The rotor zones are programmed for 40 minutes each, but the Solar Sync does increase or decrease the times based on weather conditions. While checking soil moisture levels, I found several areas where the soil moisture sensor would only go in the ground about an inch. It felt like it was hitting concrete or rocks. It also could be a layer of clay, but I would expect to find that throughout the field, and not in isolated pockets. Based on this finding, irrigation will be adjusted to irrigate more frequently but for less time. We will start with three days a week and for 30 minutes on the rotor zones. The site will be monitored and irrigation adjusted as necessary.

Tab 5



Proposal #241139

Date: 7/16/2026

PO #

Customer:

John Toborg
Rizzetta & Company
3434 Colwell Ave
#Ste 200
Tampa, FL 33614

Property:

Waterset South CDD
Waterset Blvd
Apollo Beach, FL 33572

2026 Replace Crape Myrtle WS Blvd & Seahorn

** A Fuel Surcharge of 3% may be added at the time of invoice to this proposal ** Please see Terms and Conditions for details.**

Provide Labor and Material To Remove and Replace Crape Myrtle with 45 G Natchez, Create Earthen Tree Ring, Add Gator Bag with Bubbler; Haul Debris



Default Group

Property Improvements

Items	Quantity	Price
Labor & Material	1.00	
Property Improvements:		\$793.75

Terms & Conditions

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
3. License and Permits: Contractor will comply with all license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within thirty (30) days. Any illegal trespass, claims and/or damage resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.
9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. Invoicing: Client/Owner shall make payment to Contractor within thirty (30) days upon receipt of invoice.
11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) workdays advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property, which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
13. Warranty: Contractor will warranty plant material and workmanship for a period of one (1) year from date of installation provided Contractor is also responsible for the ongoing maintenance contract at the project location. If Contractor is not responsible for ongoing maintenance, warranty is thirty (30) days from completion. Contractor will not be responsible for warranty in the event of; Acts of God, Vandalism, water restrictions, termination of ongoing maintenance contract, damage from wildlife etc. Stated warranties are only effective upon customer's payment in full of total contract price, including any change-orders.
14. Design Services: Any design services or revision of designs done by Contractor will remain the property of Contractor. These ideas, designs, and plans are not to be used, reproduced, altered, or transferred in any matter whatsoever without the express written consent of Contractor.
15. Fuel Surcharge: The company reserves the right to apply a fuel surcharge or adjust existing fuel surcharges at any time due to fluctuations in fuel prices, transportation costs, or related operating expenses. Any such surcharge shall be added as a separate line item and is payable under the same terms as the underlying services.

Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein

cannot guarantee exact results.

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by Contractor, within fifteen (30) days after billing, Contractor, shall be entitled to all costs of collection, including reasonable attorney's fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance forty five (45) days after billing.

By _____
Cristi Cochran
Date 7/16/2026

By _____

Date _____
Waterset South CDD

Tab 6



Rizzetta & Company

Waterset South Community Development District

www.watersetsouthcdd.org

Approved Proposed Budget for Fiscal Year 2026/2027

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Assessments Charts for Fiscal Year 2026/2027	12
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Debt Service Fund Budget Account Category Descriptions	23



Rizzetta & Company

Proposed Budget
Waterset South Community Development District
General Fund
Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	ASSESSMENT REVENUES						
3							
4	<i>Special Assessments</i>						
5	Tax Roll*	\$ 1,430,534	\$ 1,430,534	\$ 1,418,567	\$ 11,967	\$ 1,950,425	\$ 531,858
6	Off Roll*	\$ 178,148	\$ 305,397	\$ 178,147	\$ 127,250	\$ -	\$ (178,147)
7							
8	Assessment Revenue Subtotal	\$ 1,608,682	\$ 1,735,931	\$ 1,596,714	\$ 139,217	\$ 1,950,425	\$ 353,711
9							
10	OTHER REVENUES						
11	Rental Revenue	\$ -	\$ -	\$ 15,000	\$ (15,000)	\$ 6,000	\$ (9,000)
12	<i>Contributions & Donations from Private Sources</i>						
13	Developer Contributions	\$ -	\$ -	\$ 20,000	\$ (20,000)	\$ 42,485	\$ 22,485
14							
15	Other Revenue Subtotal	\$ -	\$ -	\$ 35,000	\$ (35,000)	\$ 48,485	\$ 13,485
16							
17	TOTAL REVENUES	\$ 1,608,682	\$ 1,735,931	\$ 1,631,714	\$ 104,217	\$ 1,998,910	\$ 367,196
18	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
19							
20	EXPENDITURES - ADMINISTRATIVE						
21							
22	<i>Legislative</i>						

Proposed Budget
Waterset South Community Development District
General Fund
Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
23	Supervisor Fees	\$ 3,000	\$ 5,143	\$ 4,800	\$ (343)	\$ 12,000	\$ 7,200
24	<i>Financial & Administrative</i>						
25	Accounting Services	\$ 12,476	\$ 21,387	\$ 21,388	\$ 1	\$ 21,388	\$ -
26	Administrative Services	\$ 2,729	\$ 4,678	\$ 4,678	\$ (0)	\$ 4,678	\$ -
27	Arbitrage Rebate Calculation	\$ 1,500	\$ 1,500	\$ 500	\$ (1,000)	\$ 500	\$ -
28	Assessment Roll	\$ 5,570	\$ 5,570	\$ 5,570	\$ -	\$ 5,570	\$ -
29	Auditing Services	\$ -	\$ -	\$ 3,500	\$ 3,500	\$ 3,525	\$ 25
30	Disclosure Report	\$ 4,083	\$ 6,999	\$ 5,000	\$ (1,999)	\$ 6,000	\$ 1,000
31	District Engineer	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 15,000	\$ 7,500
32	District Management	\$ 13,818	\$ 23,688	\$ 23,393	\$ (295)	\$ 23,393	\$ -
33	Dues, Licenses & Fees	\$ 175	\$ 300	\$ 175	\$ (125)	\$ 175	\$ -
34	Financial & Revenue Collections	\$ 2,340	\$ 4,011	\$ 4,010	\$ (1)	\$ 5,210	\$ 1,200
35	Legal Advertising	\$ 2,159	\$ 3,701	\$ 5,000	\$ 1,299	\$ 5,000	\$ -
36	Miscellaneous Fees	\$ -	\$ -	\$ 500	\$ 500	\$ 2,500	\$ 2,000
37	Miscellaneous Mailings	\$ -	\$ -	\$ 500	\$ 500	\$ 1,000	\$ 500
38	Public Officials Liability Insurance	\$ 2,580	\$ 2,580	\$ 3,000	\$ 420	\$ 3,467	\$ 467
39	Tax Collector /Property Appraiser Fees	\$ -	\$ -	\$ 250	\$ 250	\$ 250	\$ -
40	Trustees Fees	\$ 8,512	\$ 8,512	\$ 5,000	\$ (3,512)	\$ 9,000	\$ 4,000
41	Website Hosting, Maintenance, Backup & Email	\$ 2,972	\$ 5,095	\$ 5,000	\$ (95)	\$ 5,895	\$ 895
42	<i>Legal Counsel</i>						
43	District Counsel	\$ 17,446	\$ 29,907	\$ 30,000	\$ 93	\$ 40,000	\$ 10,000
44							

Proposed Budget
Waterset South Community Development District
General Fund
Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
45	Administrative Subtotal	\$ 79,360	\$ 123,073	\$ 129,764	\$ 6,691	\$ 164,551	\$ 34,787
46							
47	EXPENDITURES - FIELD OPERATIONS						
48							
49	<i>Electric Utility Services</i>						
50	Utility Services	\$ 21,819	\$ 37,404	\$ 4,000	\$ (33,404)	\$ 39,140	\$ 35,140
51	Utility - Street Lights	\$ 12,164	\$ 20,853	\$ 15,000	\$ (5,853)	\$ 30,000	\$ 15,000
52	<i>Water-Sewer Combination Services</i>						
53	Utility - Gas	\$ 25,391	\$ 43,528	\$ -	\$ -	\$ 43,800	
	Utility - Water					\$ 30,000	
54	Utility - Reclaimed	\$ 4,667	\$ 8,001	\$ 8,000	\$ (1)	\$ 10,000	\$ 2,000
55	<i>Stormwater Control</i>						
56	Aquatic Maintenance	\$ 40,833	\$ 69,999	\$ 70,000	\$ 1	\$ 98,000	\$ 28,000
57	Stormwater System Maintenance and Repair	\$ 14,584	\$ 25,001	\$ 25,000	\$ (1)	\$ 30,000	\$ 5,000
58	<i>Other Physical Environment</i>						
59	Dog Waste Stations & Trash	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
60	General Liability Insurance	\$ 3,152	\$ 3,152	\$ 4,500	\$ 1,348	\$ 4,568	\$ 68
61	Irrigation Maintenance	\$ 33,201	\$ 56,916	\$ 65,000	\$ 8,084	\$ 65,000	\$ -
62	Irrigation Repairs	\$ 13,737	\$ 23,549	\$ 5,000	\$ (18,549)	\$ 15,000	\$ 10,000
63	Landscape Inspections	\$ 6,300	\$ 10,800	\$ 10,800	\$ -	\$ 12,000	\$ 1,200
64	Landscape Maintenance	\$ 273,319	\$ 468,547	\$ 535,000	\$ 66,453	\$ 585,000	\$ 50,000
65	Tree and Shrub Replacement	\$ 10,407	\$ 17,841	\$ 14,750	\$ (3,091)	\$ 66,000	\$ 51,250

Proposed Budget
Waterset South Community Development District
General Fund
Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
66	Mulch	\$ 46,800	\$ 80,229	\$ 80,000	\$ (229)	\$ 90,100	\$ 10,100
67	Insurance/ Public Officials	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 3,467	\$ (1,533)
68	Contingency						
69	Hurricane/Storm Cleanup Contingency	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 45,000	\$ 15,000
70	Miscellaneous Contingency	\$ 19,559	\$ 33,530	\$ 100,000	\$ 66,470	\$ 52,591	\$ (47,409)
71							
72	Field Operations Subtotal	\$ 525,933	\$ 899,349	\$ 979,550	\$ 123,729	\$ 1,227,166	\$ 173,816
73							
74	EXPENDITURES - PARKS & RECREATION						
75							
76	Parks & Recreation (Common Area)						
77	Management Contract	\$ 112,071	\$ 192,122	\$ 330,000	\$ 137,878	\$ 338,763	\$ 8,763
78							
79	Parks & Recreation (Founder's Club)						
80	Access Control Maintenance & Repair	\$ 1,002	\$ 1,718	\$ 2,000	\$ 282	\$ 2,000	\$ -
81	Clubhouse Facility Janitorial Supplies	\$ 3,493	\$ 5,988	\$ 2,500	\$ (3,488)	\$ 6,000	\$ 3,500
82	Clubhouse Janitorial Services	\$ 9,856	\$ 16,896	\$ 8,000	\$ (8,896)	\$ 28,000	\$ 20,000
83	Computer Support, Maintenance & Repair	\$ 2,979	\$ 5,107	\$ 750	\$ (4,357)	\$ 1,500	\$ 750
84	Egis Insurance - Property	\$ 22,024	\$ 37,755	\$ 50,000	\$ 12,245	\$ 32,250	\$ (17,750)
85	Equipment Lease	\$ -	\$ -		\$ -		\$ -
86	Facility A/C & Heating Maintenance & Repair	\$ 1,352	\$ 2,318	\$ 3,000	\$ 682	\$ 3,000	\$ -
87	Facility Supplies	\$ 1,194	\$ 2,047	\$ 3,000	\$ 953	\$ 3,000	\$ -

Proposed Budget
Waterset South Community Development District
General Fund
Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
88	Fitness Equipment Maintenance & Repairs	\$ 295	\$ 506	\$ 600	\$ 94	\$ 2,000	\$ 1,400
89	Irrigation Maintenance		\$ -	\$ 7,000	\$ 7,000	\$ 7,000	\$ -
90	Landscape Maintenance	\$ 3,079	\$ 5,278	\$ 30,000	\$ 24,722	\$ 35,000	\$ 5,000
91	Maintenance & Repairs	\$ 3,191	\$ 5,470	\$ 5,000	\$ (470)	\$ 5,000	\$ -
92	Office Supplies	\$ 989	\$ 1,695	\$ 200	\$ (1,495)	\$ 1,200	\$ 1,000
93	Pest Control	\$ -	\$ -	\$ 1,200	\$ 1,200	\$ 1,580	\$ 380
94	Playground Equipment and Maintenance	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
95	Pool Permit	\$ -	\$ -	\$ 800	\$ 800	\$ 800	\$ -
96	Pool Repair	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 5,000	\$ 3,000
97	Pool Service Contract	\$ 13,300	\$ 22,800	\$ 18,000	\$ (4,800)	\$ 46,500	\$ 28,500
98	Security System Monitoring & Maintenance	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 10,000	\$ 8,000
99	TECO Electric Power	\$ -	\$ -	\$ 36,000	\$ 36,000	\$ 48,000	\$ 12,000
100	TECO Parking Lots	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ -
101	Telephone Fax, Internet	\$ 917	\$ 1,572	\$ 3,600	\$ 2,028	\$ 3,600	\$ -
102	Tennis Court Maintenance & Supplies	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 5,000	\$ 4,000
103	Tennis/Athletic/Park Court/Field Repairs	\$ -	\$ -	\$ 500	\$ 500	\$ 1,500	\$ 1,000
104	Trail/Bike Path Maintenance	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 2,000	\$ 500
105	Utility Vehicle Maintenance & Repairs	\$ -	\$ -	\$ 250	\$ 250	\$ 5,000	\$ 4,750
106							
107	Parks & Recreation Subtotal	\$ 175,742	\$ 301,272	\$ 522,400	\$ 221,128	\$ 607,193	\$ 84,793
108							
109	TOTAL EXPENDITURES	\$ 781,035	\$ 1,323,694	\$ 1,631,714	\$ 351,548	\$ 1,998,910	\$ 293,396

Proposed Budget
Waterset South Community Development District
General Fund
Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
110							
111	EXCESS OF REVENUES OVER EXPENDITURES	\$ 827,647	\$ 412,237	\$ -	\$ 455,765	\$ -	\$ 73,800
112							

Proposed Budget Waterset South Community Development District Reserve Fund Fiscal Year 2026/2027								Comments
Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	
1								
2	ASSESSMENT REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 63,951	\$ 63,951	\$ 63,951	\$ (0)	\$ 80,000	\$ 16,049	
6	Off Roll*	\$ 7,849	\$ 13,455	\$ 7,849	\$ 5,607	\$ -	\$ (7,849)	
7								
8	Assessment Revenue Subtotal	\$ 71,800	\$ 77,406	\$ 71,800	\$ 5,606	\$ 80,000	\$ 8,200	
9								
10	OTHER REVENUES							
11								
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13								
14	Other Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15								
16	TOTAL REVENUES	\$ 71,800	\$ 77,406	\$ 71,800	\$ 5,606	\$ 80,000	\$ 8,200	
17	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
18								
19	EXPENDITURES							
20								
21	Contingency							
22	Capital Reserves	\$ -	\$ -	\$ 71,800	\$ 71,800	\$ 80,000	\$ 8,200	
23								
24	TOTAL EXPENDITURES	\$ -	\$ -	\$ 71,800	\$ 71,800	\$ 80,000	\$ 8,200	
25								
26	EXCESS OF REVENUES OVER EXPENDITURES	\$ 71,800	\$ 77,406	\$ -	\$ 77,406	\$ -	\$ -	

Proposed Budget Waterset South Community Development District Reserve Fund Fiscal Year 2026/2027							
Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
27							

Comments

Waterset South Community Development District					
Debt Service					
Fiscal Year 2026/2027					
Chart of Accounts Classification	Series 2022	Series 2024	Series 2025	Series 2026	Budget for 2026/2027
REVENUES					
Special Assessments					
Net Special Assessments ⁽¹⁾	\$818,748.40	\$624,199.27	\$395,337.59	\$670,007.51	\$2,508,292.77
TOTAL REVENUES	\$818,748.40	\$624,199.27	\$395,337.59	\$670,007.51	\$2,508,292.77
EXPENDITURES					
Administrative					
Debt Service Obligation	\$818,748.40	\$624,199.27	\$395,337.59	\$670,007.51	\$2,508,292.77
Administrative Subtotal	\$818,748.40	\$624,199.27	\$395,337.59	\$670,007.51	\$2,508,292.77
TOTAL EXPENDITURES	\$818,748.40	\$624,199.27	\$395,337.59	\$670,007.51	\$2,508,292.77
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Hillsborough County Collection Costs (2%) and Early Payment Discounts (4%):	6.0%
GROSS ASSESSMENTS	\$2,668,396.57

Notes:
Tax Roll Collection Costs for Hillsborough County are 6% of Tax Roll. Budgeted net of tax roll assessments.
See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT

2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

						TOTAL O&M BUDGET\$225,944.92 COLLECTION COSTS @2%\$4,807.34 EARLY PAYMENT DISCOUNT @4%\$9,614.68 TOTAL O&M ASSESSMENT\$240,366.94				TOTAL O&M BUDGET\$1,804,480.08 COLLECTION COSTS @2%\$38,393.19 EARLY PAYMENT DISCOUNT @4%\$76,786.39 TOTAL O&M ASSESSMENT\$1,919,659.66										
UNITS ASSESSED						ALLOCATION OF O&M ASSESSMENT (PARKS & REC - FOUNDER'S CLUB) ⁽⁴⁾				LLOCATION OF O&M ASSESSMENT (EXCLUDING PARKS & REC - FOUNDER'S CLUB)				PER LOT ANNUAL ASSESSMENT						
		SERIES 2022	SERIES 2024	SERIES 2025	SERIES 2026	TOTAL		% TOTAL	TOTAL	TOTAL		% TOTAL	TOTAL	SERIES 2022		SERIES 2024	SERIES 2025	SERIES 2026		
LOT SIZE	O&M	DEBT SERVICE ⁽¹⁾	DEBT SERVICE ⁽¹⁾	DEBT SERVICE ⁽¹⁾	DEBT SERVICE ⁽¹⁾	EAU FACTOR	EAU's	EAU's	O&M BUDGET	EAU FACTOR	EAU's	EAU's	O&M BUDGET	O&M	DEBT SERVICE ⁽²⁾	DEBT SERVICE ⁽²⁾	DEBT SERVICE ⁽²⁾	DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾	
PLATTED																				
COVENTIONAL																				
PHASES A, D-1, D-2, G-1																				
Single Family 40'	264	264	0	0	0	0.80	211.20	17.03%	\$40,925.39	0.80	211.20	13.96%	\$268,079.11	\$1,170.47	\$1,199.74	\$0.00	\$0.00	\$0.00	\$2,370.21	
Single Family 50'	182	182	0	0	0	1.00	182.00	14.67%	\$35,267.15	1.00	182.00	12.03%	\$231,015.14	\$1,463.09	\$1,499.67	\$0.00	\$0.00	\$0.00	\$2,962.76	
Single Family 60'	126	126	0	0	0	1.20	151.20	12.19%	\$29,298.86	1.20	151.20	10.00%	\$191,920.27	\$1,755.71	\$1,799.60	\$0.00	\$0.00	\$0.00	\$3,555.31	
Single Family 70'	26	26	0	0	0	1.40	36.40	2.93%	\$7,053.43	1.40	36.40	2.41%	\$46,203.03	\$2,048.32	\$2,099.54	\$0.00	\$0.00	\$0.00	\$4,147.86	
PHASE G-2																				
Single Family 50'	167	0	167	0	0	1.00	167.00	13.46%	\$32,360.52	1.00	167.00	11.04%	\$211,975.43	\$1,463.09	\$0.00	\$1,499.91	\$0.00	\$0.00	\$2,963.00	
Single Family 60'	86	0	86	0	0	1.20	103.20	8.32%	\$19,997.64	1.20	103.20	6.82%	\$130,993.20	\$1,755.71	\$0.00	\$1,799.89	\$0.00	\$0.00	\$3,555.60	
Single Family 70'	50	0	50	0	0	1.40	70.00	5.64%	\$13,564.29	1.40	70.00	4.63%	\$88,851.98	\$2,048.32	\$0.00	\$2,099.87	\$0.00	\$0.00	\$4,148.19	
PHASE E																				
Townhome 20'	132	0	0	132	0	0.40	52.80	4.26%	\$10,231.35	0.40	52.80	3.49%	\$67,019.78	\$585.24	\$0.00	\$0.00	\$749.86	\$0.00	\$1,335.10	
Townhome 24'	72	0	0	72	0	0.48	34.56	2.79%	\$6,696.88	0.48	34.56	2.29%	\$43,867.49	\$702.28	\$0.00	\$0.00	\$899.83	\$0.00	\$1,602.11	
Single Family 31.25'	76	0	0	76	0	0.63	47.88	3.86%	\$9,277.97	0.63	47.88	3.17%	\$60,774.75	\$921.75	\$0.00	\$0.00	\$1,149.79	\$0.00	\$2,071.54	
PHASE H-1																				
Single Family 40' (PH H)	55	0	0	55	0	0.80	44.00	3.55%	\$8,526.12	0.80	44.00	2.91%	\$55,849.81	\$1,170.47	\$0.00	\$0.00	\$1,199.78	\$1,199.45	\$3,569.70	
Single Family 50' (PH H)	9	0	0	9	0	1.00	9.00	0.73%	\$1,743.98	1.00	9.00	0.60%	\$11,423.83	\$1,463.09	\$0.00	\$0.00	\$1,499.72	\$1,499.32	\$4,462.13	
Single Family 60' (PH H)	7	0	0	7	0	1.20	8.40	0.68%	\$1,627.71	1.20	8.40	0.56%	\$10,662.24	\$1,755.71	\$0.00	\$0.00	\$1,799.67	\$1,799.18	\$5,354.56	
PHASE H-2																				
Single Family 40' (PH H)	16	0	0	0	16	0.80	12.80	1.03%	\$2,480.33	0.80	12.80	0.85%	\$16,247.22	\$1,170.47	\$0.00	\$0.00	\$0.00	\$1,199.45	\$2,369.92	
Single Family 50' (PH H)	68	0	0	0	68	1.00	68.00	5.48%	\$13,176.74	1.00	68.00	4.50%	\$86,313.35	\$1,463.09	\$0.00	\$0.00	\$0.00	\$1,499.32	\$2,962.41	
Single Family 60' (PH H)	7	0	0	0	7	1.20	8.40	0.68%	\$1,627.71	1.20	8.40	0.56%	\$10,662.24	\$1,755.71	\$0.00	\$0.00	\$0.00	\$1,799.18	\$3,554.89	
Single Family 70' (PH H)	24	0	0	0	24	1.40	33.60	2.71%	\$6,510.86	1.40	33.60	2.22%	\$42,648.95	\$2,048.32	\$0.00	\$0.00	\$0.00	\$2,099.05	\$4,147.37	
AGE QUALIFIED																				
PHASE B																				
Duplex/Paired Villa	46	0	46	0	0	0.00	0.00	0.00%	\$0.00	0.72	33.12	2.19%	\$42,039.68	\$913.90	\$0.00	\$611.96	\$0.00	\$0.00	\$1,525.86	
Single Family 50'	77	0	77	0	0	0.00	0.00	0.00%	\$0.00	1.00	77.00	5.09%	\$97,737.17	\$1,269.31	\$0.00	\$849.95	\$0.00	\$0.00	\$2,119.26	
Single Family 60'	59	0	59	0	0	0.00	0.00	0.00%	\$0.00	1.20	70.80	4.68%	\$89,867.43	\$1,523.17	\$0.00	\$1,019.94	\$0.00	\$0.00	\$2,543.11	
PHASE C1																				
Duplex/Paired Villa (PH C)	10	0	0	10	0	0.00	0.00	0.00%	\$0.00	0.72	7.20	0.48%	\$9,139.06	\$913.90	\$0.00	\$0.00	\$611.89	\$0.00	\$1,525.79	
Single Family 50' (PH C)	73	0	0	73	0	0.00	0.00	0.00%	\$0.00	1.00	73.00	4.83%	\$92,659.92	\$1,269.31	\$0.00	\$0.00	\$849.84	\$0.00	\$2,119.15	
Single Family 60' (PH C)	9	0	0	9	0	0.00	0.00	0.00%	\$0.00	1.20	10.80	0.71%	\$13,708.59	\$1,523.17	\$0.00	\$0.00	\$1,019.81	\$0.00	\$2,542.98	
TOTAL PLATTED	1641	598	485	443	115	1240.44	100%		\$240,366.94	1512.36	100%		\$1,919,659.66							
UNPLATTED ⁽⁵⁾																				
AGE QUALIFIED																				
PHASE C2																				
Duplex/Paired Villa (PH C)	44	0	0	0	44	0.00	0.00	0.00%	\$0.00	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$611.72	\$611.72	
Single Family 50' (PH C)	103	0	0	0	103	0.00	0.00	0.00%	\$0.00	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$849.61	\$849.61	
Single Family 60' (PH C)	131	0	0	0	131	0.00	0.00	0.00%	\$0.00	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,019.54	\$1,019.54	
CONVENTIONAL																				
PHASE I																				
Single Family 40' (PH I)	60	0	0	0	60	0.00	0.00	0.00%	\$0.00	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,199.45	\$1,199.45	
Single Family 50' (PH I)	64	0	0	0	64	0.00	0.00	0.00%	\$0.00	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.32	\$1,499.32	
Single Family 60' (PH I)	30	0	0	0	30	0.00	0.00	0.00%	\$0.00	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,799.18	\$1,799.18	
Single Family 70' (PH I)	28	0	0	0	28	0.00	0.00	0.00%	\$0.00	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.05	\$2,099.05	
Total Unplatted	460	0	0	0	460	0.00	0%		\$0.00	0.00	0.00%		\$0.00							
TOTAL COMMUNITY	2101	598	485	443	575	1240.44	100.00%		\$240,366.94	1512.36	100.00%		\$1,919,659.66							
LESS: Collection Costs (2%) and Early Payment Discounts (4%):						(\$14,422.02)				(\$115,179.58)										
Net Revenue to be Collected:						\$225,944.92				\$1,804,480.08										

⁽¹⁾ Reflects the number of total lots with Series 2022, Series 2024, Series 2025 and Series 2026 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2022, Series 2024, Series 2025 and Series 2026 bond issuance. Annual assessment includes principal, interest, Hillsborough County collection costs and early payment discount costs.

⁽³⁾ Annual assessment that will appear on November 2026 Hillsborough County property tax bill for Platted Lots only. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

⁽⁴⁾ The Age Qualified units do not benefit from the Parks and Recreation (Founder's Club) budgeted expenses, and therefore are not assessed the Parks and Recreation (Founder's Club) portion of the O&M Budget.

⁽⁵⁾ The District will enter into a funding agreement with the developer in lieu of assessments for the unplatted land.

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT											
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE											
2026/2027 O&M Net Assessment:		\$2,030,425.00		2025/2026 O&M Budget:		\$1,668,514.00					
Hillsborough County Collection Cost:		2%		\$43,200.53		2026/2027 O&M Budget:		\$2,030,425.00			
Early Payment Discount:		4%		\$86,401.06							
2026/2027 Total:				\$2,160,026.60		Total Difference:		\$361,911.00			
Lot Size		Assessment Breakdown		Per Unit Annual Assessment Comparison		Proposed Increase / Decrease					
				2025/20262026/2027		\$%					
PLATTED											
COVENTIONAL											
PHASES A, D-1, D-2, G-1											
Single Family 40'		Series 2022 Debt Service		\$1,199.74		\$1,199.74		\$0.00		0.00%	
		Operations & Maintenance		\$1,170.47		\$1,170.47		\$0.00		0.00%	
		Total		\$2,370.21		\$2,370.21		\$0.00		0.00%	
Single Family 50'		Series 2022 Debt Service		\$1,499.67		\$1,499.67		\$0.00		0.00%	
		Operations & Maintenance		\$1,463.09		\$1,463.09		\$0.00		0.00%	
		Total		\$2,962.76		\$2,962.76		\$0.00		0.00%	
Single Family 60'		Series 2022 Debt Service		\$1,799.60		\$1,799.60		\$0.00		0.00%	
		Operations & Maintenance		\$1,755.71		\$1,755.71		\$0.00		0.00%	
		Total		\$3,555.31		\$3,555.31		\$0.00		0.00%	
Single Family 70'		Series 2022 Debt Service		\$2,099.54		\$2,099.54		\$0.00		0.00%	
		Operations & Maintenance		\$2,048.32		\$2,048.32		\$0.00		0.00%	
		Total		\$4,147.86		\$4,147.86		\$0.00		0.00%	
PHASE G-2											
Single Family 50'		Series 2024 Debt Service		\$1,499.91		\$1,499.91		\$0.00		0.00%	
		Operations & Maintenance		\$1,463.09		\$1,463.09		\$0.00		0.00%	
		Total		\$2,963.00		\$2,963.00		\$0.00		0.00%	
Single Family 60'		Series 2024 Debt Service		\$1,799.89		\$1,799.89		\$0.00		0.00%	
		Operations & Maintenance		\$1,755.71		\$1,755.71		\$0.00		0.00%	
		Total		\$3,555.60		\$3,555.60		\$0.00		0.00%	
Single Family 70'		Series 2024 Debt Service		\$2,099.87		\$2,099.87		\$0.00		0.00%	
		Operations & Maintenance		\$2,048.32		\$2,048.32		\$0.00		0.00%	
		Total		\$4,148.19		\$4,148.19		\$0.00		0.00%	
PHASE E											
Townhome 20'		Series 2025 Debt Service ⁽²⁾		\$0.00		\$749.86		\$749.86		N/A	
		Operations & Maintenance		\$585.24		\$585.24		\$0.00		0.00%	
		Total		\$585.24		\$1,335.10		\$749.86		128.13%	
Townhome 24'		Series 2025 Debt Service ⁽²⁾		\$0.00		\$899.83		\$899.83		N/A	
		Operations & Maintenance		\$702.28		\$702.28		\$0.00		0.00%	
		Total		\$702.28		\$1,602.11		\$899.83		128.13%	
Single Family 31.25'		Series 2025 Debt Service ⁽²⁾		\$0.00		\$1,149.79		\$1,149.79		N/A	
		Operations & Maintenance		\$921.75		\$921.75		\$0.00		0.00%	
		Total		\$921.75		\$2,071.54		\$1,149.79		124.74%	
PHASE H-1											
Single Family 40' (PH H)		Series 2025 Debt Service ⁽²⁾		\$0.00		\$1,199.78		\$1,199.78		N/A	
		Operations & Maintenance ⁽⁴⁾		\$0.00		\$1,170.47		\$1,170.47		N/A	
		Total		\$0.00		\$2,370.25		\$2,370.25		N/A	
Single Family 50' (PH H)		Series 2025 Debt Service ⁽²⁾		\$0.00		\$1,499.72		\$1,499.72		N/A	
		Operations & Maintenance ⁽⁴⁾		\$0.00		\$1,463.09		\$1,463.09		N/A	

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT					
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE					
2026/2027 O&M Net Assessment:		\$2,030,425.00	2025/2026 O&M Budget:	\$1,668,514.00	
Hillsborough County Collection Cost:	2%	\$43,200.53	2026/2027 O&M Budget:	\$2,030,425.00	
Early Payment Discount:	4%	\$86,401.06			
2026/2027 Total:		<u>\$2,160,026.60</u>	Total Difference:	<u>\$361,911.00</u>	
Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
Single Family 60' (PH H)	Total	\$0.00	\$2,962.81	\$2,962.81	N/A
	Series 2025 Debt Service ⁽²⁾	\$0.00	\$1,799.67	\$1,799.67	N/A
	Operations & Maintenance ⁽⁴⁾	\$0.00	\$1,755.71	\$1,755.71	N/A
	Total	\$0.00	\$3,555.38	\$3,555.38	N/A
PHASE H-2					
Single Family 40' (PH H)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$1,199.45	\$1,199.45	N/A
	Operations & Maintenance ⁽⁴⁾	\$0.00	\$1,170.47	\$1,170.47	N/A
	Total	\$0.00	\$2,369.92	\$2,369.92	N/A
Single Family 50' (PH H)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$1,499.32	\$1,499.32	N/A
	Operations & Maintenance ⁽⁴⁾	\$0.00	\$1,463.09	\$1,463.09	N/A
	Total	\$0.00	\$2,962.41	\$2,962.41	N/A
Single Family 60' (PH H)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$1,799.18	\$1,799.18	N/A
	Operations & Maintenance ⁽⁴⁾	\$0.00	\$1,755.71	\$1,755.71	N/A
	Total	\$0.00	\$3,554.89	\$3,554.89	N/A
Single Family 70' (PH H)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$2,099.05	\$2,099.05	N/A
	Operations & Maintenance ⁽⁴⁾	\$0.00	\$2,048.32	\$2,048.32	N/A
	Total	\$0.00	\$4,147.37	\$4,147.37	N/A
AGE QUALIFIED					
PHASE B					
Duplex/Paired Villa	Series 2024 Debt Service	\$611.96	\$611.96	\$0.00	0.00%
	Operations & Maintenance	\$913.90	\$913.90	\$0.00	0.00%
	Total	\$1,525.86	\$1,525.86	\$0.00	0.00%
Single Family 50'	Series 2024 Debt Service	\$849.95	\$849.95	\$0.00	0.00%
	Operations & Maintenance	\$1,269.31	\$1,269.31	\$0.00	0.00%
	Total	\$2,119.26	\$2,119.26	\$0.00	0.00%
Single Family 60'	Series 2024 Debt Service	\$1,019.94	\$1,019.94	\$0.00	0.00%
	Operations & Maintenance	\$1,523.17	\$1,523.17	\$0.00	0.00%
	Total	\$2,543.11	\$2,543.11	\$0.00	0.00%
PHASE C1					
Duplex/Paired Villa (PH C)	Series 2025 Debt Service ⁽²⁾	\$0.00	\$611.89	\$611.89	N/A
	Operations & Maintenance ⁽⁴⁾	\$0.00	\$913.90	\$913.90	N/A
	Total	\$0.00	\$1,525.79	\$1,525.79	N/A
Single Family 50' (PH C)	Series 2025 Debt Service ⁽²⁾	\$0.00	\$849.84	\$849.84	N/A
	Operations & Maintenance ⁽⁴⁾	\$0.00	\$1,269.31	\$1,269.31	N/A
	Total	\$0.00	\$2,119.15	\$2,119.15	N/A
Single Family 60' (PH C)	Series 2025 Debt Service ⁽²⁾	\$0.00	\$1,019.81	\$1,019.81	N/A
	Operations & Maintenance ⁽⁴⁾	\$0.00	\$1,523.17	\$1,523.17	N/A

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT					
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE					
2026/2027 O&M Net Assessment:		\$2,030,425.00	2025/2026 O&M Budget:	\$1,668,514.00	
Hillsborough County Collection Cost:	2%	\$43,200.53	2026/2027 O&M Budget:	\$2,030,425.00	
Early Payment Discount:	4%	\$86,401.06			
2026/2027 Total:		<u>\$2,160,026.60</u>	Total Difference:	<u>\$361,911.00</u>	
Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
	Total	\$0.00	\$2,542.98	\$2,542.98	N/A
UNPLATTED ⁽¹⁾					
AGE QUALIFIED					
PHASE C2					
Duplex/Paired Villa (PH C)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$611.72	\$611.72	N/A
	Total	\$0.00	\$611.72	\$611.72	N/A
Single Family 50' (PH C)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$849.61	\$849.61	N/A
	Total	\$0.00	\$849.61	\$849.61	N/A
Single Family 60' (PH C)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$1,019.54	\$1,019.54	N/A
	Total	\$0.00	\$1,019.54	\$1,019.54	N/A
PHASE I					
Single Family 40' (PH I)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$1,199.45	\$1,199.45	N/A
	Total	\$0.00	\$1,199.45	\$1,199.45	N/A
Single Family 50' (PH I)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$1,499.32	\$1,499.32	N/A
	Total	\$0.00	\$1,499.32	\$1,499.32	N/A
Single Family 60' (PH I)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$1,799.18	\$1,799.18	N/A
	Total	\$0.00	\$1,799.18	\$1,799.18	N/A
Single Family 70' (PH I)	Series 2026 Debt Service ⁽³⁾	\$0.00	\$2,099.05	\$2,099.05	N/A
	Total	\$0.00	\$2,099.05	\$2,099.05	N/A
⁽¹⁾ The Developer will enter into a funding agreement with the District in lieu of levying O&M assessments on the Unplatted Land					
⁽²⁾ FY 2026-2027 will be the first year of levied Series 2025 Debt Service Assessments					
⁽³⁾ FY 2026-2027 will be the first year of levied Series 2026 Debt Service Assessments					
⁽⁴⁾ FY 2026-2027 will be the first year of levied O&M Assessments in phase H1,H2 & C1					

GENERAL FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local filings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.



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GENERAL FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

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District Management: The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local filings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.



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Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.



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Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.



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General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse



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Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.



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EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Tab 7

RESOLUTION 2026-18
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE WATERSSET SOUTH COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Waterset South Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSSET SOUTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Waterset South Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Exhibit A

FY 2027 Budget

Tab 8

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 FUNDING AGREEMENT

This agreement (“**Agreement**”) is made and entered into this _____ day of _____, 2026, by and between:

Waterset South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hillsborough County, Florida ("**District**"), and

NNP-Southbend II, LLC, a Delaware limited liability company and a landowner in the District ("**Developer**") with an address of 3162 South Falkenburg Road, Riverview, Florida 33578.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027 Budget**”), and has levied and imposed operations and maintenance assessments (“**O&M Assessments**”) on lands within the District to fund a portion of the FY 2026/2027 Budget; and

WHEREAS, this Fiscal Year 2026/2027 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, in lieu of levying additional O&M Assessments, the Developer has agreed to provide additional funds to cover the cost of the Fiscal Year 2026/2027 Budget as categorized as Developer Contributions to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any additional non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2026/2027 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property it owns within the area described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2026/2027 Budget" in the public records of Hillsborough County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2026/2027 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any portion of the Property described in **Exhibit A** prior to or after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person

or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**Waterset South Community
Development District**

Secretary / Assistant Secretary

By: _____
Its: _____

**NNP-Southbend II, LLC,
a Delaware limited liability company**

Witness

By: _____
Its: _____

EXHIBIT A: Property Description

EXHIBIT B: Fiscal Year 2026/2027 Budget

EXHIBIT A

Property Description

DESCRIPTION: A parcel of land lying in Sections 26, 27, 28, 33 and 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 34 for a **POINT OF BEGINNING**, run thence along the East boundary of the Northeast 1/4 of said Section 34, S.00°33'49"W., 1580.26 feet; thence WEST, 545.17 feet; thence N.53°30'00"W., 178.57 feet; thence S.36°30'00"W., 3224.26 feet to a point of curvature; thence Southerly, 965.32 feet along the arc of a curve to the left having a radius of 1538.00 feet and a central angle of 35°57'42" (chord bearing S.18°31'09"W., 949.56 feet) to a point of tangency; thence S.00°32'18"W., 122.72 feet to a point on the Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST; thence along said Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST, N.88°43'57"W., 124.01 feet; thence N.00°32'18"E., 121.14 feet to a point of curvature; thence Northerly, 342.14 feet along the arc of said curve to the right having a radius of 1662.00 feet and a central angle of 11°47'42" (chord bearing N.06°26'09"E., 341.54 feet); thence WEST, 365.00 feet; thence NORTH, 580.00 feet; thence N.20°00'00"W., 730.00 feet; thence N.60°00'00"W., 910.00 feet; thence N.30°00'00"W., 320.00 feet; thence N.79°51'35"W., 623.86 feet to a point on a curve; thence Southerly, 255.23 feet along the arc of a curve to the left having a radius of 1538.00 feet and a central angle of 09°30'29" (chord bearing S.05°23'11"W., 254.93 feet) to a point of tangency; thence S.00°37'56"W., 1016.67 feet to a point of curvature; thence Southerly, 445.46 feet along the arc of a curve to the left having a radius of 1938.00 feet and a central angle of 13°10'11" (chord bearing S.05°57'09"E., 444.48 feet) to a point of reverse curvature; thence Southerly, 448.95 feet along the arc of a curve to the right having a radius of 2062.00 feet and a central angle of 12°28'29" (chord bearing S.06°18'00"E., 448.06 feet) to a point of tangency; thence S.00°03'46"E., 351.58 feet to a point on the aforesaid Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST; thence along said Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST, N.88°36'23"W., 268.09 feet to a point on the West boundary of the Southwest 1/4 of aforesaid Section 34; thence along said West boundary of the Southwest 1/4 of Section 34, N.00°37'12"E., 2523.57 feet to the Southeast corner of the Northeast 1/4 of the aforesaid Section 33; thence along the South boundary of said Northeast 1/4 of Section 33, N.89°02'54"W., 2081.94 feet to a point Easterly boundary of the 130.00 foot wide Railroad right-of-way for C.S.X. Transportation, Inc. (formerly Atlantic Coast Line Railroad and Seaboard Coast Line Railroad) per Right-of Way and Track Map V19 FLA (4); thence along said Easterly boundary of the 130.00 foot wide Railroad right-of-way for C.S.X. Transportation, Inc., N.28°37'13"E., 5866.89 feet to a point on the North boundary of the South 1/2 of the aforesaid Section 27; thence along said North boundary of the South 1/2 of Section 27, S.89°16'50"E., 4666.51 feet to the Northeast corner of the Southeast 1/4 of said Section 27; thence along the East boundary of said Southeast 1/4 of Section 27, S.00°36'55"W., 448.17 feet to a point on a curve, also being the Northwest corner of PARCEL "D-2B", according to Special Warranty Deed, as recorded in Instrument #: 2021416838, of the Public Records of Hillsborough County, Florida; thence along the Northerly boundary of said PARCEL "D-2B", Easterly, 21.21 feet along the arc of a curve to the left having a radius of 1517.00 feet and a central angle of 00°48'04" (chord bearing N.85°50'54"E., 21.21 feet) to the Easterlymost corner of said PARCEL "D-2B", also being the Westerlymost corner of PARCEL "D-1", according to Special Warranty Deed, as recorded in Instrument #: 2021416839, of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said PARCEL "D-1", continue Easterly, 362.65 feet along the arc of said curve to the left having the same radius of 1517.00 feet and a central angle of 13°41'50" (chord bearing N.78°35'57"E., 361.79 feet) to the Southeast corner of said PARCEL "D-1", also being a point on the East boundary of the West 375.00 feet of the aforesaid Section 26, and also being a point on the Westerly boundary of Hillsborough County Waterset Park Site, as recorded in Official Records Book 24509, Page 1614, of the Public Records of Hillsborough County, Florida; thence along said East boundary of the West 375.00 feet of Section 26, the following two (2) courses: 1) along the aforesaid Westerly boundary of Hillsborough County Waterset Park Site, S.00°36'55"W., 22.17 feet to the Southwest corner of said Hillsborough County Waterset Park Site, also being a point on the Westerly boundary of WATERSET PHASE 5A-2B AND 5B-1, according to the plat thereof, as recorded in Plat Book 138, Pages 114 through 136 inclusive, of the Public Records of Hillsborough County, Florida; 2) along said Westerly boundary of WATERSET PHASE 5A-2B AND 5B-1, continue S.00°36'55"W., 140.75 feet to a point on a curve, also being the Southeast corner of PARCEL "D-2A", according to the aforesaid Special Warranty Deed, as recorded in Instrument #: 2021416838, of the Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said PARCEL "D-2A", Westerly, 382.23 feet along the arc of said curve to the right having a radius of 1672.00 feet and a central angle of 13°05'54" (chord bearing S.80°06'19"W., 381.40 feet) to the Southwest corner of said PARCEL "D-2A", also being a point on the aforesaid East boundary of the Southeast 1/4 of Section 27; thence along said East boundary of the Southeast 1/4 of Section 27, S.00°36'55"W., 1309.10 feet to the Northwest corner of PARCEL "E-2", according to the aforesaid Special Warranty Deed, as recorded in Instrument #: 2021416838, of the Public Records of Hillsborough County, Florida; thence along the Northerly boundary of said PARCEL "E-2", EAST, 375.02 feet to the Northeast corner of said PARCEL "E-2", also being a point on the aforesaid East boundary of the West 375.00 feet of Section 26, and also being a point on the West boundary of WATERSET PHASE 5B-2, according to the plat thereof, as recorded in Plat Book 139, Pages 189 through 202 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said PARCEL "E-2", said East boundary of the West 375.00 feet of Section 26 and said West boundary of WATERSET PHASE 5B-2, S.00°36'55"W., 106.01 feet to the Southeast corner of said PARCEL "E-2"; thence along the Southerly boundary of said PARCEL "E-2", WEST, 375.02 feet to the Southwest corner of said PARCEL "E-2", also being a point on the aforesaid East boundary of the Southeast 1/4 of Section 27; thence along said East boundary of the Southeast 1/4 of Section 27, S.00°36'55"W., 610.29 feet to the **POINT OF BEGINNING**.

Containing 784.046 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

(School Site)

DESCRIPTION: A parcel of land lying in Sections 27 and 34, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 27, run thence along the South boundary of said Section 27, N 89°12'28" W, a distance of 234.62 feet to the **POINT OF BEGINNING**; thence departing said South boundary, S 00°37'43" W, a distance of 16.33 feet; thence Southerly, 824.06 feet along the arc of a tangent curve to the right having a radius of 1938.00 feet and a central angle of 24°21'46" (chord bearing S 12°48'36" W, 817.86 feet); thence N 53°30'00" W, a distance of 1419.80 feet; thence Northeasterly, 356.88 feet along the arc of a non-tangent curve to the left having a radius of 1637.50 feet and a central angle of 12°29'13" (chord bearing N 55°14'37" E, 356.17 feet); thence Easterly, 1104.49 feet along the arc of a reverse curve to the right having a radius of 1562.50 feet and a central angle of 40°30'03" (chord bearing N 69°15'02" E, 1081.64 feet); thence Southeasterly, 39.76 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 91°07'40" (chord bearing S 44°56'07" E, 35.70 feet); thence S 00°37'43" W, a distance of 591.71 feet to the **POINT OF BEGINNING**.

Containing 25.166 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(EXPANSION PARCEL 1 [PHASE E])

DESCRIPTION: A parcel of land lying in Section 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 34, run thence along the East boundary of the Northeast 1/4 of said Section 34, the following two (2) courses: 1) along the Easterly boundary of Waterset South Community Development District, as recorded in Instrument Number 2022381433, of the Public Records of Hillsborough County, Florida, S.00°33'49"W., 1580.26 feet to the **POINT OF BEGINNING**; 2) continue S.00°33'49"W., 1098.29 feet; thence WEST, 530.85 feet; thence S.32°59'46"W., 1019.41 feet; thence N.31°10'02"W., 471.99 feet; thence N.85°11'27"W., 188.66 feet to a point on a curve; thence Northeasterly, 29.02 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 66°30'40" (chord bearing N.56°25'41"E., 27.42 feet); thence N.00°18'58"W., 50.00 feet; thence S.89°41'02"W., 0.97 feet to a point of curvature; thence Northwesterly, 35.01 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 80°14'30" (chord bearing N.50°11'43"W., 32.22 feet) to a point of reverse curvature; thence Northwesterly, 204.64 feet along the arc of a curve to the left having a radius of 270.00 feet and a central angle of 43°25'32" (chord bearing N.31°47'14"W., 199.77 feet) to a point of tangency; thence N.53°30'00"W., 35.68 feet to a point of curvature; thence Northerly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.08°30'00"W., 35.36 feet) to a point of tangency on said Easterly boundary of Waterset South Community Development District; thence along said Easterly boundary of Waterset South Community Development District, the following three (3) courses: 1) N.36°30'00"E., 1652.00 feet; 2) S.53°30'00"E., 178.57 feet; 3) EAST, 545.17 feet to the **POINT OF BEGINNING**.

Containing 41.326 acres, more or less.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(EXPANSION PARCEL 2 [PHASE 1])

DESCRIPTION: A parcel of land lying in Section 34, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34, run thence along the West boundary of the Southwest 1/4 of said Section 34, N.00°37'12"E., 47.38 feet to a point on the Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST, also being a point on the Southerly boundary of Waterset South Community Development District, as recorded in Instrument #: 2025070821, of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary of Waterset South Community Development District, the following twelve (12) courses: 1) along the aforesaid Northerly boundary of the right-of-way for 19TH AVENUE NORTHEAST, S.88°36'23"E., 268.09 feet; 2) N.00°03'46"W., 351.58 feet to a point of curvature; 3) Northerly, 448.95 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 12°28'29" (chord bearing N.06°18'00"W., 448.06 feet) to a point of reverse curvature; 4) Northerly, 284.26 feet along the arc of a curve to the right having a radius of 1938.00 feet and a central angle of 08°24'15" (chord bearing N.08°20'07"W., 284.01 feet) to the **POINT OF BEGINNING**; 5) continue Northerly, 161.19 feet along the arc of said curve to the right having the same radius of 1938.00 feet and a central angle of 04°45'56" (chord bearing N.01°45'02"W., 161.15 feet) to a point of tangency; 6) N.00°37'56"E., 1016.67 feet to a point of curvature; 7) Northerly, 255.23 feet along the arc of a curve to the right having a radius of 1538.00 feet and a central angle of 09°30'29" (chord bearing N.05°23'11"E., 254.93 feet); 8) S.79°51'35"E., 623.86 feet; 9) S.30°00'00"E., 320.00 feet; 10) S.60°00'00"E., 910.00 feet; 11) S.20°00'00"E., 730.00 feet; 12) SOUTH, 580.00 feet; thence S.18°00'00"W., 226.70 feet; thence N.69°51'10"W., 306.15 feet to a point on a curve; thence Westerly, 79.43 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 45°30'36" (chord bearing S.68°39'43"W., 77.36 feet) to a point of tangency; thence N.88°34'59"W., 75.24 feet; thence S.01°25'09"W., 8.00 feet; thence N.88°34'51"W., 57.75 feet to a point on a curve; thence Westerly, 40.97 feet along the arc of a curve to the left having a radius of 267.00 feet and a central angle of 08°47'27" (chord bearing S.87°01'17"W., 40.93 feet) to a point of tangency; thence S.82°37'34"W., 120.87 feet to a point of curvature; thence Westerly, 107.03 feet along the arc of a curve to the right having a radius of 723.00 feet and a central angle of 08°28'55" (chord bearing S.86°52'01"W., 106.93 feet) to a point of tangency; thence N.88°53'32"W., 387.34 feet to a point of curvature; thence Northwesterly, 424.02 feet along the arc of a curve to the right having a radius of 286.00 feet and a central angle of 84°56'47" (chord bearing N.46°25'08"W., 386.24 feet) to a point of reverse curvature; thence Northerly, 348.71 feet along the arc of a curve to the left having a radius of 2326.88 feet and a central angle of 08°35'11" (chord bearing N.08°14'20"W., 348.38 feet) to a point of reverse curvature; thence Northerly, 166.45 feet along the arc of a curve to the right having a radius of 1677.98 feet and a central angle of 05°41'01" (chord bearing N.09°41'25"W., 166.38 feet) to a point of reverse curvature; thence Northwesterly, 156.44 feet along the arc of a curve to the left having a radius of 105.00 feet and a central angle of 85°22'03" (chord bearing N.49°31'56"W., 142.37 feet) to a point of tangency; thence S.87°47'02"W., 134.75 feet to a point of curvature; thence Southwesterly, 40.11 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 91°55'02" (chord bearing S.41°49'31"W., 35.94 feet) to the **POINT OF BEGINNING**.

Containing 69.411 acres, more or less.

ALTOGETHER containing 869.617 acres, more or less.

EXHIBIT B

Fiscal Year 2026/2027 Budget

Tab 9

RESOLUTION 2026-19
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSSET SOUTH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterset South Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Hillsborough County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSSET SOUTH COMMUNITY DEVELOPMENT DISTRICT:

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2027 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on December 1, 2026; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2026, 25% due no later than February 1, 2027 and 25% due no later than May 1, 2027.

- ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2026**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2026, 25% due no later than February 1, 2027 and 25% due no later than May 1, 2027.
- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

- c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Exhibit A

Budget

Exhibit B

Assessment Roll

Tab 10

RESOLUTION 2026-20

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT
ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Waterset South Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

**WATERSET SOUTH COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

**RULES OF PROCEDURE
WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT
RULE NO.**

EFFECTIVE AS OF July 2026

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Rule 1.0 General.

- (1) The Waterset South Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records' not otherwise restricted by law, may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 **Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days’, but not more than thirty (30) days’ public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of “general circulation” in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days’ public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
 - (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.
- (5) Notice of Rulemaking.
- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “Notice of Rulemaking”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

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of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("Notice of Rulemaking Petition Public Hearing") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
 - (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
 - (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
 - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show

that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by ule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals” or “RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.

 - 1. The term “**contract crime**” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Tab 11

RESOLUTION 2026-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Waterset South 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 District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.417(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with Hillsborough County, a schedule of the District’s regular meetings.

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

PASSED AND ADOPTED THIS 13th DAY OF August 2026.

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2026 – 2027 Annual Meeting Schedule

Exhibit A

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT
FOR REMAINDER OF FISCAL YEAR 2026/2027

October 8, 2026
November 12, 2026
December 10, 2026
January 7, 2027
February 11, 2027
March 11, 2027
April 8, 2027
May 13, 2027
June 10, 2027
July 8, 2027
August 12, 2027
September 9, 2027

All meetings will convene at 10:00 at The Office of Rizzetta and Company located at 2700 S. Falkenburg Road, Ste. 2745, Riverview, FL 33578.

Tab 12



Proposal #239502

Date: 7/6/2026

PO #

Customer:

John Toborg
Rizzetta & Company
3434 Colwell Ave
#Ste 200
Tampa, FL 33614

Property:

Waterset South CDD
Waterset Blvd
Apollo Beach, FL 33572

2026 Replace Everlong Controller

Provide Labor and Material to Replace Existing Controller Damaged by Insects; Remove Existing Controller; Pick Up and Deliver Replacement, Install New Controller; Re-Wire; Test Zones

Default Group

Irrigation Repair

Items	Quantity	Price
Labor & Material	1.00	
Irrigation Repair:		\$728.52
PROJECT TOTAL:		\$728.52

Terms & Conditions

By _____

Cristi Cochran

Date 7/6/2026

By _____

Date _____

Waterset South CDD

Tab 13

RESOLUTION 2026-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-07; PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District has previously adopted procedures regarding same through adoption of Resolution 2022-07; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution an amended policy ("Public Comment Policy") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("Presiding Officer"), shall ensure that there is at least one (1) period of time ("Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

A. An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions which shall consist of business items included on the District meeting agenda to be considered by the Board. This period is for comment only and there is no obligation of the District Board or staff to provide responses to any public comments. In the event there are propositions that come before the Board

that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

B. Speakers shall be permitted to address any agenda item during the initial Public Comment Period. Speakers shall be permitted to address any non-agenda matters of personal or general concern during the Public Comment Period provided after the conclusion of the District's business items.

C. Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

A. Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.

B. All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he

or she has the floor, without the permission of the Presiding Officer. There is no requirement for Board Supervisors or District staff to respond to any public comments.

C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

D. In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

- i. The Presiding Officer may declare a recess;
- ii. The Presiding Officer may contact the local law enforcement authority; or
- iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of August 2026.

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 14

Quote



Quote: 10323

Date Issued: 07/19/2026

Deposit

Deposit Not Made

To: Waterset CDD South

7281 paradiso drive
APOLLO BEACH, FL 33572
Attn. To: Kathy Parodi
Phone: 8136772114

Service Location:

7281 paradiso drive
APOLLO BEACH, FL 33572

Prepared By:

Bright Brothers of East Tampa
7826 Causeway Boulevard Ste D
TAMPA, FL 33619
Phone: 8137251587
Email: info@brightbrothersofeasttampa.com
Web: <http://brightbrothersofeasttampa.com>

Rep.	Valid Until
Ben Hagan	09/17/2026

Basic	Plus	The Bright Bundle
Starter package of services	The plus package of services	Clean it all Special!

#	Services	Line Total
1.	C9 Lights Notes: South Monument	412.50
2.	36" Wreath Notes:	450.00
3.	Mini LED 24' Strand Notes: South Palms Amenity: 2 Monument: 4	1,800.00
4.	Timers Notes:	60.00
5.	Boom Lift Notes:	500.00
6.	C9 Lights Notes:South Holiday lights on Amenity	1,957.50
7.	Misc Item: Meteor lights: All Palms Monument: 2 Amenity: 4	300.00

Subtotal	5,480.00
Total	5,480.00
Payments Made	0.00
Balance Due	5,480.00

Customer Satisfaction Guarantee:

Bright Brothers guarantees your satisfaction. Should you be unhappy with any aspect of your cleaning, our dedicated Bright Brothers

customer satisfaction team will work with you to provide timely solutions to any potential issues.

Scope of Work:

The services provided by Bright Brothers are those expressly agreed upon on this agreement. Additional services requested by the customer will be added to this agreement at an additional charge.

Water Usage

Unless otherwise stated in this agreement, the customer agrees to allow Bright Brothers to connect to the property's water source from time to time over the duration of the job. The customer also agrees that Bright Brothers will not be held responsible for issues related to wells including but not limited to: wells going dry, sediment in water or low water pressure. If the customer specifically requests that Bright Brothers avoid using the property's water source, additional charges may apply.

Special Situations:

In certain cases, aluminum exterior surfaces (including gutters) will exhibit signs of oxidation staining. Bright Brothers will make every effort to remove this oxidation but makes no guarantee of success and will not offer any price reductions if oxidation cannot be removed. Paint damage to gutters or other painted aluminum surfaces caused by oxidation are not covered under any warranty. Bright Brothers will not repair or replace gutters, paint or aluminum surfaces damaged by oxidation.

Rust Stains can occur around irrigation systems, vehicles, patio furniture and fertilizer. These stains can be removed using a separate chemical for an additional charge.

Grease stains can be treated for an additional charge, but Bright Brothers makes no guarantee that grease stains will be removed completely. Even with the strongest of cleaners, grease stains will leave behind a permanent stain.

There are instances where red clay staining can be found beneath mold and mildew on vinyl siding. When this staining is hidden during the initial inspection, quoted prices do not reflect cleaning of red clay staining. Further discussion will be necessary to determine a fair approach to removing the staining for an additional charge.

Paint tints can fail over time and discolor when exposed to our cleaning chemicals. Bright Brothers will perform a paint test in an inconspicuous location before cleaning. Occasionally, this problem will not be apparent during the paint test but will occur in isolated areas during the cleaning process. Bright Brothers is not responsible for damage to paint resulting from defects in paint tint that do not appear in the initial paint test.

Vinyl siding will also fail with time. Oxidation may present as a powdery coating on the surface of the siding that can be removed with brushing. In many cases, the oxidation will return shortly after being cleaned. The wash process may remove some, but not all oxidation resulting in an uneven appearance. This is temporary. Bright Brothers is not responsible for returning to the home to create an even appearance without additional charges.

Scheduling:

Bright Brothers will arrange agreeable dates and times for cleanings with the customer. Unless otherwise stated, it is the responsibility of the customer to remove patio furniture, exterior decorations, ornaments etc. from patios, decking and exterior surfaces scheduled for cleaning. Bright Brothers will charge an additional \$30 to \$75 to remove items from the wash area. Bright Brothers is not responsible for damage to any items that may need to be moved.

Weather:

Weather conditions can be unpredictable. Bright Brothers may need to postpone providing services due to rain, wind or lightning. Rescheduling will be done at Bright Brothers discretion upon agreeable notification to the customer.

Insurance:

Bright Brothers is fully insured, protecting you, the homeowner, from potential liability. Copies of insurance certificates will be provided to the homeowner upon request.

Payment:

Bright Brothers requires a 30% deposit upon signing this contract. The remaining balance plus any additional charges will be due in full at the time the cleaning is completed. Non-payment for services voids any warranty or guarantee contained in this agreement nor will Bright Brothers schedule additional services until full payment has been received. Bright Brothers reserves the right to place any unpaid account in collection. The client agrees to pay all collection costs, court fees, late fees, interest, administration, and attorney fees applicable by law.

To accept quotation please sign and date below:

Signed By: Date:

Tab 15

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 SOUTH
COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Waterset South Community Development District was held on **Thursday, July 9, 2026, at 10:04 AM** at the offices of **Rizzetta & Company, 2700 S. Falkenburg Road Suite 2745, Riverview FL 33578.**

Present and constituting a quorum

Amanda King	Board Supervisor, Chairman
Pete Williams	Board Supervisor, Vice Chairman
John Blakley	Board Supervisor, Assistant Secretary
Lynda McMorrow	Board Supervisor, Assistant Secretary

Also, present were:

Matthew Huber	Director, District Services, Rizzetta & Co.
John Toborg	FSM, Rizzetta & Co.
Alyssa Willson	District Counsel, Kutak Rock LLP <i>(via phone)</i>
Heidy Torres	Castle Group
Tony Smith	Sitex <i>(via phone)</i>
Christi Cochran	ULS
Dale Fisher	ULS
Katria Parodi	Castle Group
Susan Faciano	Bank United

Audience

Present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the meeting to order and confirmed quorum.

SECOND ORDER OF BUSINESS

Audience Comments

Audience comments were entertained regarding Pond #3, including concerns about algae and emergent shoreline vegetation. Staff is aware of these issues and will provide appropriate treatment.

THIRD ORDER OF BUSINESS**Staff Reports****A. Aquatics Report**

The Board was presented with the Aquatics Report and Staff also reported that they are monitoring the hot weather conditions.

i. Presentation of Monthly Renewal of Fuel Surcharge

The Board discussed the monthly fuel surcharge.

B. Landscape & Irrigation**i. Presentation of Landscape Inspection Report USC**

Mr. Toborg presented the monthly landscape report.

ii. United Landscape Report

The Board was presented with the United Landscape Report. No formal action was taken.

C. Discussion of Debit Card Processing

The Board discussed debit card processing, including the monthly billing fees associated with the Clover Virtual Payment Terminal. The Board also confirmed that no credit card information will be stored on the district's website. Staff noted that a survey will be required prior to implementation.

D. District Counsel**i. Consideration of Aquatic Agreement**

The Board discussed and no formal action was taken.

On a motion by Mr. Williams, seconded by Mrs. King, with all in favor, the Board approved the first amendment on the Fuel Surcharge for the Waterset South Community Development District.

ii. Review of Kutak Rock's Capital Conversations

The Board discussed and no formal action was taken.

E. District Engineer

The Engineer was absent and did not have any updates to report.

F. Clubhouse Manager Report

Ms. Parodi presented the Clubhouse report and provided updates on clubhouse operations and ongoing maintenance items, including trash receptacles. She noted that additional trash cans at Bentley would be a developer expense and that trash services would continue per the current agreement. The Board also discussed the status of the clubhouse bulletin board and received clarification regarding the pool permit process.

G. District Manager**i. Presentation of District Managers Report USC**

Mr. Huber stated that the next CDD meeting will be held on August 13, 2026, at 10:00 a.m.

FOURTH ORDER OF BUSINESS**Business Items****A. Discussion on Public Comment**

The Board discussed revisions to the public comment policy. District Council will work on the proposed changes. Mr. Williams asked that this item be amended before further discussion.

B. Discussion of Developer Funding Agreement

The Board discussed and no formal action was taken.

C. Consideration of Bank United Merchant Services

The Board discussed and no formal action was taken.

D. Ratification of Copperline Electric Proposal

On a motion by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified the Copperline Electric Proposal for the Waterset South Community Development District.

E. Ratification of Toll Brothers Easement Agreement

The District is to keep a copy of the full Toll Brothers Easement Agreement.

F. Review of Elector Candidate Eblast

The Elector Candidate eBlast will run over the next few months. The website will be updated with the Board of Supervisors' terms.

G. Ratification of Fiscal Year 2026-2027 Proposed Budget

On a motion by Mr. Williams, seconded by Mrs. King, with all in favor, the Board ratified the Fiscal Year 2026-2027 Proposed Budget for the Waterset South Community Development District.

H. Review of Revised Rule of Procedures

The Board will review the changes at the next meeting.

I. Presentation of 2nd Quarterly Website Audit

On a motion by Mr. Williams, seconded by Mrs. King, with all in favor, the Board accepted as presented the 2nd year quarterly website audit for the Waterset South Community Development District.

J. Consideration of Vacant Seat Candidates

The Board discussed and no formal action was taken.

K. Review of United Motorists Coverage Insurance; Florida Insurance Alliance

The District Council will review the Uninsured Motorist Coverage insurance at the Board's discretion.

L. Consideration of Cost Share and Lease Agreement for Waterset South Copier

On a motion by Mrs. King, seconded by Mr. Blakley, with all in favor, the Board approved Cost Share and Lease Agreement for the Waterset South Community Development District.

FIFTH ORDER OF BUSINESS**Business Administration****A. Consideration of Board of Supervisors Meeting Minutes for June 11, 2026**

The Board reviewed the minutes in detail.

On a motion by Ms. King, seconded by Mr. Blakley, with all in favor, the Board approved the Board of Supervisors Meeting Minutes for June 11, 2026, for the Waterset South Community Development District.

B. Consideration of Operations & Maintenance Expenditures for April 2026

The Board reviewed the Operations and Maintenance Expenditures for the referenced reporting periods, including discussions regarding accounting adjustments and management of credits applied to the account.

On a motion by Ms. King, seconded by Ms. McMorrow, with all in favor, the Board approved the Operations and Maintenance Expenditures for April 2026, for the Waterset South Community Development District.

SIXTH ORDER OF BUSINESS**Supervisor Requests**

Mr. Blakley requested that the Board continue to operate "for the people."

Mr. Williams discussed a Positive Pay matter involving Mr. Blakley and requested that additional information be provided.

SEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. King, seconded by Mrs. McMorrow, with all in favor, the Board agreed to adjourn the meeting at 11:41 a.m., for the Waterset South Community Development District.

Assistant Secretary

Chair / Vice Chair