



Rizzetta & Company

Waterset South Community Development District

**Board of Supervisors' Meeting
August 10, 2023**

**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 Pete Williams Deneen Klenke Lynda McMorrow Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Alyssa Willson	Kutak Rock LLP
District Engineer	Tim Plate	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.

Board of Supervisors
Waterset South Community Development District

August 9, 2023

REVISED 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 10, 2023, at 10:00 a.m.**, at the Offices of Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. The following is the agenda for this meeting:

BOARD OF SUPERVISORS' MEETING:

1. CALL TO ORDER/ ROLL CALL

2. AUDIENCE COMMENTS ON AGENDA ITEMS

3. BUSINESS ADMINISTRATION

- A.** Consideration of Minutes of the Board of Supervisors' Regular Meeting held on July 13, 2023 Tab 1
- B.** Consideration of Operation & Maintenance Expenditures for June 2023 Tab 2

4. BUSINESS ITEMS

- A.** Appointment of New Board Supervisor
- B.** Public Hearing of FY 2023/2024 Final Budget
 - i. Consideration of Resolution 2023-18, Approving FY 2023-2024 Final Budget Tab 3
- C.** Public Hearing of FY 2023/2024 Imposing Special Assessments
 - i. Consideration of Resolution 2023-19; Imposing Special Assessments Tab 4
- D.** Consideration of Resolution 2023-20, Adopting the Funding Agreement for Fiscal Year 2023-024..... Tab 5
- E.** Consideration of Direct Collection Agreement Tab 6
- F.** Consideration of Resolution 2023-21; Approving FY 2023-2024 Meeting Schedule..... Tab 7
- G.** Consideration of Irrigation Proposal..... Tab 8
- H.** Consideration of Landscape Proposals..... Tab 9

5. STAFF REPORTS

- A.** District Counsel
- B.** District Engineer
- C.** District Manager

6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 813-933-5571.

Sincerely,

Matthew Huber

Matthew Huber

Regional District Manager

Tab 1

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 Waterset South Community Development District was held on **Thursday, July 13, 2023, at 10:31 am** at the Offices of Rizzetta & Company, located at 2700 S Falkenburg Ave #2745, Riverview, FL 33578.

Present and constituting a quorum:

Amanda King	Board Supervisor, Chairman
Deneen Klenke	Board Supervisor, Assistant Secretary
Lynda McMorrow	Board Supervisor, Assistant Secretary
Lenny Woster	Board Supervisor, Assistant Secretary
Pete Williams	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	Regional District Manager; Rizzetta & Co., Inc.
Ruben Durand	District Manager, Rizzetta & Co., Inc.
Alyssa Willson	District Counsel; Kutak Rock LLP
Kate John	District Counsel; Kutak Rock LLP
Katiria Parodi	Clubhouse Manager, Castle Group
Gabrielle Leendertz	Castle Management Group

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience present.

Mr. Durand administered the Oath of Office to Amanda King before the meeting.

THIRD ORDER OF BUSINESS

**Consideration of Board of Supervisors
Regular Meeting Minutes for
June 8, 2023.**

On a motion by Mr. Williams, seconded by Ms. King, the Board of Supervisors approved the minutes of the regular meeting held on June 8, 2023, for the Waterset South Community Development District.
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C. District Manager

Mr. Durand presented the District Manager report to the Board.

He reminded the Board that the next CDD meeting will be held on August 10, 2023, at 10 a.m.

TENTH ORDER OF BUSINESS

Supervisor Requests & Audience Comments

There were no supervisor requests made.

Audience members were not present.

ELEVENTH ORDER OF BUSINESS

Acceptance of Resignation

On a motion by Mr. Williams seconded by Ms. King, the Board accepted Mr. Woster's resignation, for the Waterset South Community Development District.

TWELTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Ms. King seconded by Mr. Williams, the Board of Supervisors adjourned the meeting at 11:13 a.m., for the Waterset South Community Development District.

Secretary/Assistant Secretary

Chairman / Vice-Chairman

Tab 2

Waterset South Community Development District

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

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

www.watersetsouthcdd.org

Operations and Maintenance Expenditures June 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$17,691.42**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterset South Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hillsborough County BOCC	100049	2643318705 05/23	5568 Waterset Blvd. 05/23	\$ 821.62
Kutak Rock, LLP	100045	3168834	Legal Services - Bond Validation 12/22	\$ 43.50
Kutak Rock, LLP	100047	3225636	General Counsel - Legal Services 04/23	\$ 1,117.00
Rizzetta & Company, Inc.	100046	INV0000080651	District Management Fees 06/23	\$ 4,100.00
TECO	100050	221008801724 05/23	Lighting Services 05/23	\$ 11,290.80
Times Publishing Company	100048	0000288904 05/31/23	Legal Advertising Account #324589 05/23	\$ 318.50
Report Total				<u>\$ 17,691.42</u>



Hillsborough County Florida

M-Page 1 of 3

CUSTOMER NAME WATERSET SOUTH CDD	ACCOUNT NUMBER 2643318705	BILL DATE 06/08/2023	DUE DATE 06/29/2023
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Summary of Account Charges

Previous Balance	\$20.85
Net Payments - Thank You	\$-20.85
Total Account Charges	\$821.62
AMOUNT DUE	\$821.62

Important Message

Code Inspectors uphold the County's water use restrictions ordinance. Avoid fines of up to \$500 by following the allowable irrigation days and times and additional rules found on HCFLGov.net/WaterRestrictions. Call (813) 224-8993 to report a violation.

This is your summary of charges. Detailed charges by premise are listed on the following page(s)



Hillsborough County Florida

Make checks payable to: **BOCC**

ACCOUNT NUMBER: 2643318705



ELECTRONIC PAYMENTS BY CHECK OR			
Automated Payment Line: (813) 276 8526			
Internet Payments: HCFLGov.net/WaterBill			
Additional Information: HCFLGov.net/Water			

THANK YOU!



WATERSET SOUTH CDD
3434 COLWELL AVENUE
TAMPA FL 33614-8390

4.915 8

DUE DATE	06/29/2023
AMOUNT DUE	\$821.62
AMOUNT PAID	

0026433187056 00000821629



Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
WATERSET SOUTH CDD	2643318705	06/08/2023	06/29/2023

Service Address: 5568 WATERSET BLVD - COMM RCLM IRRIG

M-Page 2 of 3

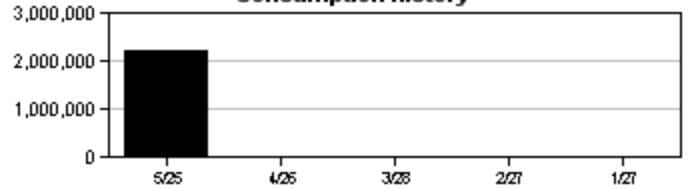


METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702082010	04/26/2023	252	05/25/2023	2190812	2190560 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge	\$805.95
Total Service Address Charges	\$805.95

Consumption History



Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
WATERSET SOUTH CDD	2643318705	06/08/2023	06/29/2023

Service Address: 5448 WATERSET BLVD - COMM RCLM IRRIG

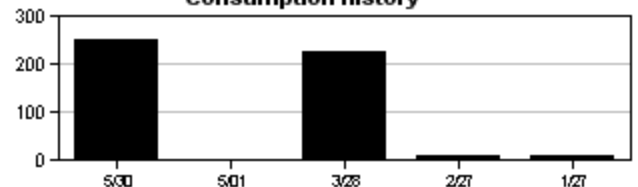
M-Page 2 of 3

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702670712	05/24/2023	0	05/30/2023	252	252 GAL	ACTUAL	RECLAIM
702109180	05/01/2023	252	05/24/2023	252	0 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge	\$5.25
Total Service Address Charges	\$5.25

Consumption History





Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
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WATERSET SOUTH CDD 2643318705 06/08/2023 06/29/2023

Service Address: 5421 SUMMER SUNSET DR - COMM RCLM IRRIG

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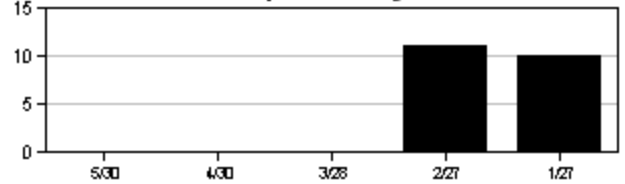
METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702138184	04/30/2023	25	05/30/2023	25	0 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge \$5.21

Total Service Address Charges \$5.21

Consumption History



Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
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WATERSET SOUTH CDD 2643318705 06/08/2023 06/29/2023

Service Address: 6021 GOLDEN NETTLE DR - COMM RCLM IRRIG

M-Page 3 of 3

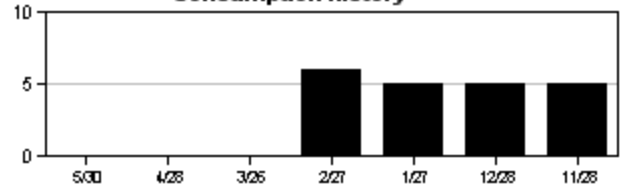
METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702045274	04/28/2023	25	05/30/2023	25	0 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge \$5.21

Total Service Address Charges \$5.21

Consumption History



KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 20, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3168834

Client Matter No. 28623-4

Mr. Jerry Whited
Waterset South CDD
c/o Rizzetta & Company, Inc.
Suite 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3168834
28623-4

Re: Bond Validation

For Professional Legal Services Rendered

12/01/22	J. Gillis	0.30	43.50	Follow up on certificate of no appeal; receive and review same
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TOTAL HOURS 0.30

TOTAL FOR SERVICES RENDERED \$43.50

TOTAL CURRENT AMOUNT DUE \$43.50

UNPAID INVOICES:

November 22, 2022 Invoice No. 3140791 5,611.60

December 21, 2022 Invoice No. 3156291 357.49

TOTAL DUE \$6,012.59

RECEIVED
01/21/23

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 30, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3225636

Client Matter No. 28623-1

Notification Email: eftgroup@kutakrock.com

Mr. Jerry Whited
Waterset South CDD
c/o Rizzetta & Company, Inc.
Suite 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3225636
28623-1

Re: General Counsel

For Professional Legal Services Rendered

04/01/23	S. Sandy	0.50	192.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
04/03/23	A. Willson	0.30	88.50	Review ongoing items and tentative agenda; confer with Cole regarding same
04/04/23	A. Willson	0.20	59.00	Confer with Cole regarding tax collector and property appraiser agreements
04/10/23	A. Willson	0.20	59.00	Confer with Huber regarding audit items
04/13/23	A. Willson	0.20	59.00	Confer with Mai and McCormick regarding interlocal agreement
04/17/23	A. Willson	0.20	59.00	Confer with McCormick regarding interlocal agreement
04/21/23	K. John	2.40	600.00	Review and revise interlocal agreement

KUTAK ROCK LLP

Waterset South CDD
May 30, 2023
Client Matter No. 28623-1
Invoice No. 3225636
Page 2

TOTAL HOURS 4.00

TOTAL FOR SERVICES RENDERED \$1,117.00

TOTAL CURRENT AMOUNT DUE \$1,117.00

RECEIVED
05/30/23

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
6/1/2023	INV0000080651

Bill To:

Waterset South CDD 3434 Colwell Ave Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
June	Upon Receipt	00184

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,600.00	\$1,600.00
Administrative Services	1.00	\$350.00	\$350.00
Financial & Revenue Collections	1.00	\$300.00	\$300.00
Management Services	1.00	\$1,750.00	\$1,750.00
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$4,100.00
		Total	\$4,100.00



WATERSET SOUTH CDD
C/O WOLF CREEK PH A, D1
APOLLO BEACH, FL 33572

Statement Date: June 05, 2023

Amount Due: \$11,290.80

Due Date: June 26, 2023
Account #: 221008801724

Account Summary

Current Service Period: April 29, 2023 - May 30, 2023	
Previous Amount Due	\$11,290.80
Payment(s) Received Since Last Statement	-\$11,290.80
Current Month's Charges	\$11,290.80
Amount Due by June 26, 2023 \$11,290.80	

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to learn more about your redesigned bill and soon-to-come Interactive Bill.

REPORT A POWER OUTAGE

USE ANY OPTION BELOW:

- Log into TECOaccount.com
- Report and check status at TampaElectric.com/OutageMap
- Text OUT to 27079*
- Call 877-588-1010**

* If we don't recognize your number, register at TECOaccount.com.

** 12-digit account number and zip code required.

Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

To ensure prompt credit, please return stub portion of this bill with your payment.



Account #: 221008801724
Due Date: June 26, 2023

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

Amount Due: \$11,290.80

Payment Amount: \$ _____

639038312872

WATERSET SOUTH CDD
C/O WOLF CREEK PH A, D1
3434 COLWELL AVE, STE 200
TAMPA, FL 33614-8390

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

6390383128722210088017240000011290802



Service For:
 APOLLO BEACH, FL 33572

Account #: 221008801724
Statement Date: June 05, 2023
Charges Due: June 26, 2023

Service Period: Apr 29, 2023 - May 30, 2023

Rate Schedule: Lighting Service

Charge Details

Electric Charges		
Lighting Service Items LS-1 (Bright Choices) for 32 days		
Lighting Energy Charge	4351 kWh @ \$0.03511/kWh	\$152.76
Fixture & Maintenance Charge	229 Fixtures	\$3737.28
Lighting Pole / Wire	229 Poles	\$6363.91
Lighting Fuel Charge	4351 kWh @ \$0.05169/kWh	\$224.90
Storm Protection Charge	4351 kWh @ \$0.01466/kWh	\$63.79
Clean Energy Transition Mechanism	4351 kWh @ \$0.00036/kWh	\$1.57
Storm Surcharge	4351 kWh @ \$0.00326/kWh	\$14.18
Florida Gross Receipt Tax		\$11.72
State Tax		\$720.69
Lighting Charges		\$11,290.80

Total Current Month's Charges \$11,290.80

Important Messages

Removing Your Envelope. We've noticed that you have been paying your bill electronically lately. To help cut down on clutter and waste, we are no longer including a remittance envelope with your bill. Should you want to mail in your payment, you can request a payment envelope by calling 813-223-0800 or simply use a regular envelope and address it to TECO P.O. Box 31318, Tampa, Florida 33631-3318.

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
 Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
 Find list of Payment Agents at TampaElectric.com
- Mail A Check**
Payments:
 TECO
 P.O. Box 31318
 Tampa, FL 33631-3318
 Mail your payment in the enclosed envelope.
- Credit or Debit Card**
 Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.
- Phone**
 Toll Free: **866-689-6469**
- All Other Correspondences:**
 Tampa Electric
 P.O. Box 111
 Tampa, FL 33601-0111

Contact Us

- Online:**
TampaElectric.com
- Phone:**
Commercial Customer Care: 866-832-6249
Residential Customer Care: 813-223-0800 (Hillsborough)
 863-299-0800 (Polk County)
 888-223-0800 (All Other Counties)
- Hearing Impaired/TTY:** 7-1-1
- Power Outage:** 877-588-1010
- Energy-Saving Programs:** 813-275-3909

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

Tampa Bay Times

tampabay.com

Times Publishing Company
 DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396
 Toll Free Phone: 1 (877) 321-7355
 Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name	
05/31/23		WATERSET SOUTH CDD	
Billing Date	Sales Rep	Customer Account	
05/31/2023	Deirdre Bonett	324589	
Total Amount Due		Ad Number	
\$318.50			

RECEIVED
 JUN - 5 2023

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	BY: Size.....	Net Amount
05/31/23	05/31/23	0000288904	Times	Legals CLS	Regular Meeting	1	2x38 L	\$314.50
05/31/23	05/31/23	0000288904	Tampabay.com	Legals CLS	Regular Meeting AffidavitMaterial	1	2x38 L	\$0.00 \$4.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396
 Toll Free Phone: 1 (877) 321-7355

Advertising Run Dates		Advertiser Name	
05/31/23		WATERSET SOUTH CDD	
Billing Date	Sales Rep	Customer Account	
05/31/2023	Deirdre Bonett	324589	
Total Amount Due		Ad Number	
\$318.50		0000288904	

ADVERTISING INVOICE

Thank you for your business.

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

REMIT TO:

WATERSET SOUTH CDD
 C/O RIZETTA
 3434 COLWELL AVENUE SUITE 200
 TAMPA, FL 33614

Times Publishing Company
 DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396

Tampa Bay Times
Published Daily

RECEIVED
JUN - 5 2023

STATE OF FLORIDA
COUNTY OF Hillsborough

BY: JSS

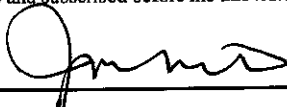
Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: Regular Meeting** was published in said newspaper by print in the issues of **5/31/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature Affiant

Sworn to and subscribed before me this **05/31/2023**



Signature of Notary Public

Personally known or produced identification

Type of identification produced _____

**NOTICE OF PROPOSAL REVIEW COMMITTEE MEETING
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of Waterset South Community Development District will hold their regular meeting on Thursday, June 8, 2023, at 10:00 a.m., or immediately following the Waterset Central CDD meeting, at the Offices of Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578.

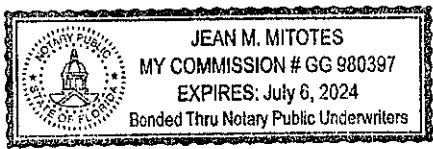
The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for this meeting may be obtained from the District Office, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 or 7-1-1 for aid in contacting the District Office.

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Matthew Huber
Regional District Manager
Run Date: 5/31/23

0000288904



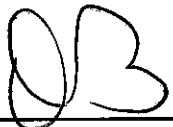
Tampa Bay Times
Published Daily **JUN - 5 2023**

RECEIVED
BY: } SS

STATE OF FLORIDA
COUNTY OF Hillsborough


Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Regular Meeting** was published in said newspaper by print in the issues of: **5/31/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature Affiant

Sworn to and subscribed before me this **05/31/2023**



Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

**NOTICE OF PROPOSAL REVIEW COMMITTEE MEETING
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of Waterset South Community Development District will hold their regular meeting on Thursday, June 8, 2023, at 10:00 a.m., or immediately following the Waterset Central CDD meeting, at the Offices of Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for this meeting may be obtained from the District Office, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 or 7-1-1 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Matthew Huber
Regional District Manager
Run Date: 5/31/23

0000288904



Tab 3

RESOLUTION 2023-18

THE ANNUAL APPROPRIATION RESOLUTION OF THE WATERSSET SOUTH COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Waterset South Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), 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 governing authorities 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 thereon 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 at least two (2) days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, each year, the District 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; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That 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.

- c. That 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, 2024.”
- d. The final Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption 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 the Fiscal Year 2023/2024, the sum of \$_____ 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 in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Budget Amendments

Pursuant to Section 189.016, *Florida Statutes*, the District may, at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of Fiscal Year 2023/2024, 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 establish that any amendments to the budget under paragraph c. above are posted to the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF AUGUST 2023.

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Chairperson, Board of Supervisors

Exhibit A: Budget Fiscal Year 2023/2024

Exhibit A

Budget Fiscal Year 2023/2024



Rizzetta & Company

Waterset South Community Development District

www.watersetsouthcdd.org

Proposed Budget for Fiscal Year 2023/2024

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Rizzetta & Company

Proposed Budget
Waterset South Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ -	\$ -	\$ -	\$ -	\$ 309,526	\$ 309,526	
6	Off Roll*	\$ -	\$ -	\$ -	\$ -	\$ 223,291	\$ 223,291	
7	Contributions & Donations from Private							
8	Developer Contributions	\$ 268,116	\$ 357,488	\$ 221,000	\$ 136,488	\$ 78,858	\$ (142,142)	
9								
10	TOTAL REVENUES	\$ 268,116	\$ 357,488	\$ 221,000	\$ 136,488	\$ 611,675	\$ 390,675	
11								
12	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to							
13								
14	EXPENDITURES - ADMINISTRATIVE							
15								
16	Legislative							
17	Supervisor Fees	\$ 600	\$ 800	\$ -	\$ (800)	\$ 2,400	\$ 2,400	
18	Financial & Administrative							
19	Administrative Services	\$ 3,365	\$ 4,410	\$ 4,200	\$ (210)	\$ 4,410	\$ 210	
20	District Management	\$ 16,372	\$ 22,050	\$ 21,000	\$ (1,050)	\$ 22,050	\$ 1,050	
21	District Engineer	\$ 1,950	\$ 2,600	\$ 7,500	\$ 4,900	\$ 7,500	\$ -	
22	Disclosure Report	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
23	Trustees Fees	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
24	Financial & Revenue Collections	\$ 1,984	\$ 2,645	\$ 3,600	\$ 955	\$ 3,780	\$ 180	
25	Assessment Roll	\$ -	\$ -	\$ -	\$ -	\$ 5,250	\$ 5,250	
26	Tax Collector /Property Appraiser Fees	\$ -	\$ -	\$ 250	\$ 250	\$ 250	\$ -	
27	Accounting Services	\$ 14,331	\$ 19,108	\$ 19,200	\$ 92	\$ 20,160	\$ 960	
28	Auditing Services	\$ -	\$ -	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	
29	Arbitrage Rebate Calculation	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
30	Public Officials Liability Insurance	\$ -		\$ 3,000	\$ 3,000	\$ 3,000	\$ -	
31	Legal Advertising	\$ 8,579	\$ 11,439	\$ 5,000	\$ (6,439)	\$ 5,000	\$ -	
32	Miscellaneous Mailings	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
33	Dues, Licenses & Fees	\$ 220	\$ 293	\$ 175	\$ (118)	\$ 175	\$ -	
34	Miscellaneous Fees	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
35	Website Hosting, Maintenance, Backup &	\$ 3,300	\$ 4,400	\$ 5,000	\$ 600	\$ 5,000	\$ -	
36	Legal Counsel							
37	District Counsel	\$ 23,928	\$ 31,904	\$ 30,000	\$ (1,904)	\$ 30,000	\$ -	
38								
39	Administrative Subtotal	\$ 74,629	\$ 99,649	\$ 113,925	\$ 14,276	\$ 123,975	\$ 10,050	
40								
41	EXPENDITURES - FIELD OPERATIONS							
42								
43	Electric Utility Services							
45	Street Lights	\$ 47,354	\$ 63,139	\$ -	\$ (63,139)	\$ 5,000	\$ 5,000	
46	Water-Sewer Combination Services							
47	Utility - Reclaimed	\$ 908	\$ 2,179	\$ -	\$ (2,179)	\$ 2,500	\$ 2,500	
48	Stormwater Control							
49	Aquatic Maintenance					\$ 23,600	\$ 23,600	Sitex Aquatics contract 6/8
50	Other Physical Environment							
51	General Liability Insurance	\$ 2,250	\$ 2,250	\$ 4,000	\$ 1,750	\$ 4,500	\$ 500	EGIS Estimate
52	Property Insurance	\$ 2,750	\$ 2,750	\$ 3,075	\$ 325	\$ 5,000	\$ 1,925	EGIS Estimate
53	Landscape & Irrigation					\$ 250,000	\$ 250,000	Get proposals
54	Landscape Inspections	\$ -	\$ -	\$ -	\$ -	\$ 9,600	\$ 9,600	
55	Parks & Recreation							
56	Utility vehicle maint & repairs	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	Purchase + Maint/Repairs, fuel, Ir
57	Dog waste Stations & Trash	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	
58	Parks & Recreation							
59	Management Contract	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	Castle Management for 15 hours
60	Contingency							
61	Miscellaneous Contingency	\$ 3,052	\$ 4,069	\$ 100,000	\$ 95,931	\$ 100,000	\$ -	
62	Interlocal Agreement contribution	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
63								
64	Field Operations Subtotal	\$ 56,314	\$ 74,387	\$ 107,075	\$ 32,688	\$ 487,700	\$ 380,625	
65								
66	TOTAL EXPENDITURES	\$ 130,943	\$ 174,037	\$ 221,000	\$ 46,963	\$ 611,675	\$ 390,675	

Waterset South Community Development District
Debt Service
Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2022	Budget for 2023/2024
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$818,748.40	\$818,748.40
TOTAL REVENUES	\$818,748.40	\$818,748.40
EXPENDITURES		
Administrative		
Debt Service Obligation	\$818,748.40	\$818,748.40
Administrative Subtotal	\$818,748.40	\$818,748.40
TOTAL EXPENDITURES	\$818,748.40	\$818,748.40
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Hillsborough County Collection Costs (2%) and Early Payment Discounts (4%): 6.0%

Gross assessments **\$871,008.94**

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

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Net Assessment		\$532,817.00
Hillsborough County Collection Cost @	2%	\$11,336.53
Early Payment Discount @	4%	\$22,673.06
2023/2024 Total		<u>\$566,826.60</u>

2022/2023 O&M Budget	\$221,000.00	⁽¹⁾
2023/2024 O&M Budget	\$532,817.00	

Total Difference	<u>\$311,817.00</u>
------------------	---------------------

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
PLATTED				
Series 2022 Debt Service - Single Family 40' (PH A & D-1)	\$0.00	\$1,199.74	\$1,199.74	(2)
Operations/Maintenance - Single Family 40' (PH A & D-1)	\$0.00	\$780.75	\$780.75	(3)
Total	\$0.00	\$1,980.49	\$1,980.49	(2)(3)
Series 2022 Debt Service - Single Family 50' (PH A)	\$0.00	\$1,499.67	\$1,499.67	(2)
Operations/Maintenance - Single Family 50' (PH A)	\$0.00	\$975.94	\$975.94	(3)
Total	\$0.00	\$2,475.61	\$2,475.61	(2)(3)
Series 2022 Debt Service - Single Family 60' (PH A)	\$0.00	\$1,799.60	\$1,799.60	(2)
Operations/Maintenance - Single Family 60' (PH A)	\$0.00	\$1,171.13	\$1,171.13	(3)
Total	\$0.00	\$2,970.73	\$2,970.73	(2)(3)
Series 2022 Debt Service - Single Family 40' (PH D-2 & G-1)	\$0.00	\$1,199.74	\$1,199.74	(2)
Operations/Maintenance - Single Family 40' (PH D-2 & G-1)	\$0.00	\$780.75	\$780.75	(3)
Total	\$0.00	\$1,980.49	\$1,980.49	(2)(3)
Series 2022 Debt Service - Single Family 50' (PH D-2 & G-1)	\$0.00	\$1,499.67	\$1,499.67	(2)
Operations/Maintenance - Single Family 50' (PH D-2 & G-1)	\$0.00	\$975.94	\$975.94	(3)
Total	\$0.00	\$2,475.61	\$2,475.61	(2)(3)
Series 2022 Debt Service - Single Family 60' (PH D-2 & G-1)	\$0.00	\$1,799.60	\$1,799.60	(2)
Operations/Maintenance - Single Family 60' (PH D-2 & G-1)	\$0.00	\$1,171.13	\$1,171.13	(3)
Total	\$0.00	\$2,970.73	\$2,970.73	(2)(3)
Series 2022 Debt Service - Single Family 70' (PH D-2 & G-1)	\$0.00	\$2,099.54	\$2,099.54	(2)
Operations/Maintenance - Single Family 70' (PH D-2 & G-1)	\$0.00	\$1,366.32	\$1,366.32	(3)
Total	\$0.00	\$3,465.86	\$3,465.86	(2)(3)
UNPLATTED - CONVENTIONAL				
Operations/Maintenance - Single Family 50' (PH G-2 & H)	\$0.00	\$0.00	\$0.00	(3)
Total	\$0.00	\$0.00	\$0.00	\$0.00
Operations/Maintenance - Single Family 60' (PH G-2 & H)	\$0.00	\$0.00	\$0.00	(3)
Total	\$0.00	\$0.00	\$0.00	\$0.00
Operations/Maintenance - Single Family 70' (PH G-2 & H)	\$0.00	\$0.00	\$0.00	(3)
Total	\$0.00	\$0.00	\$0.00	\$0.00
UNPLATTED - AGE QUALIFIED				
Operations/Maintenance - Duplex/Paired Villa (PH B & C)	\$0.00	\$0.00	\$0.00	(3)
Total	\$0.00	\$0.00	\$0.00	\$0.00
Operations/Maintenance - Single Family 50' (PH B & C)	\$0.00	\$0.00	\$0.00	(3)
Total	\$0.00	\$0.00	\$0.00	\$0.00
Operations/Maintenance - Single Family 60' (PH B & C)	\$0.00	\$0.00	\$0.00	(3)
Total	\$0.00	\$0.00	\$0.00	\$0.00

⁽¹⁾ The fiscal year 2022-2023 Operations and Maintenance budget was funded by the developer.

⁽²⁾ The Series 2022 Bonds were issued on December 13, 2022 with interest capitalized through November 1, 2023. Therefore, the Series 2022 debt service assessments will be levied beginning fiscal year 2023-2024.

⁽³⁾ Operations and Maintenance assessments will be levied beginning fiscal year 2023-2024 based on target assessment levels, with the remainder of the budget to be funded via developer contributions.

WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT

2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL ADMIN BUDGET		\$107,991.97	TOTAL FIELD BUDGET		\$424,825.03
COLLECTION COSTS @ 2%		\$2,297.70	COLLECTION COSTS @ 2%		\$9,038.83
EARLY PAYMENT DISCOUNT @ 4%		\$4,595.40	EARLY PAYMENT DISCOUNT @ 4%		\$18,077.66
TOTAL O&M ASSESSMENT		\$114,885.07	TOTAL O&M ASSESSMENT		\$451,941.52

UNITS ASSESSED			ALLOCATION OF ADMIN O&M ASSESSMENT						ALLOCATION OF FIELD O&M ASSESSMENT						PER LOT ANNUAL ASSESSMENT		
LOT SIZE	O&M	SERIES 2022 DEBT SERVICE ⁽¹⁾	ADMIN UNITS	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	ADMIN PER UNIT	FIELD UNITS	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	FIELD PER UNIT	O&M	SERIES 2022 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
PLATTED																	
CONVENTIONAL																	
Single Family 40' (PH A & D-1)	108	108	108	0.80	86.40	14.88%	\$17,090.34	\$158.24	108	0.80	86.40	14.88%	\$67,230.97	\$622.51	\$780.75	\$1,199.74	\$1,980.49
Single Family 50' (PH A)	59	59	59	1.00	59.00	10.16%	\$11,670.49	\$197.80	59	1.00	59.00	10.16%	\$45,910.04	\$778.14	\$975.94	\$1,499.67	\$2,475.61
Single Family 60' (PH A)	25	25	25	1.20	30.00	5.17%	\$5,934.15	\$237.37	25	1.20	30.00	5.17%	\$23,344.09	\$933.76	\$1,171.13	\$1,799.60	\$2,970.73
Single Family 40' (PH D-2 & G-1)	156	156	156	0.80	124.80	21.49%	\$24,686.05	\$158.24	156	0.80	124.80	21.49%	\$97,111.40	\$622.51	\$780.75	\$1,199.74	\$1,980.49
Single Family 50' (PH D-2 & G-1)	123	123	123	1.00	123.00	21.18%	\$24,330.00	\$197.80	123	1.00	123.00	21.18%	\$95,710.76	\$778.14	\$975.94	\$1,499.67	\$2,475.61
Single Family 60' (PH D-2 & G-1)	101	101	101	1.20	121.20	20.87%	\$23,973.95	\$237.37	101	1.20	121.20	20.87%	\$94,310.11	\$933.76	\$1,171.13	\$1,799.60	\$2,970.73
Single Family 70' (PH D-2 & G-1)	26	26	26	1.40	36.40	6.27%	\$7,200.10	\$276.93	26	1.40	36.40	6.27%	\$28,324.16	\$1,089.39	\$1,366.32	\$2,099.54	\$3,465.86
UNPLATTED																	
CONVENTIONAL																	
Single Family 50' (PH G-2 & H)	209	0	0	1.00	0.00	0.00%	\$0.00	\$0.00	0	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 60' (PH G-2 & H)	133	0	0	1.20	0.00	0.00%	\$0.00	\$0.00	0	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 70' (PH G-2 & H)	80	0	0	1.40	0.00	0.00%	\$0.00	\$0.00	0	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AGE QUALIFIED																	
Duplex/Paired Villa (PH B & C)	146	0	0	0.72	0.00	0.00%	\$0.00	\$0.00	0	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 50' (PH B & C)	235	0	0	1.00	0.00	0.00%	\$0.00	\$0.00	0	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 60' (PH B & C)	162	0	0	1.20	0.00	0.00%	\$0.00	\$0.00	0	0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Community	1563	598	598		580.80	100.00%	\$114,885.07		598		580.80	100.00%	\$451,941.52				

LESS: Collection Costs (2%) and Early Payment Discounts (4%):

(\$6,893.10)

(\$27,116.49)

Net Revenue to be Collected:

\$107,991.97

\$424,825.03

⁽¹⁾ Reflects the number of total lots with Series 2022 debt outstanding.

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

⁽³⁾ Annual assessment that will appear on November 2023 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). Unplatted lots will be direct billed and exclude the county collection costs and early payment discounts.

⁽⁴⁾ The Developer will fund a portion of the budget in order to reach target assessment levels. See Developer Contributions on line 8 in the General Fund Budget.

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.

E □ PENDITURES □ 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.

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.

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

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.

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.

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 a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 4

RESOLUTION 2023-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSSET SOUTH COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; 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; and

WHEREAS, the District is 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, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION 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 **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, 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.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, 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 decision to collect special 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.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. 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 taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. 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. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 10th day of August 2023.

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A
Budget

Exhibit B

Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

The Assessment Roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.

Tab 5

**WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 FUNDING AGREEMENT**

This agreement (“**Agreement**”) is made and entered into this 10th day of August 2023, 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 July 26, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024 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 2023/2024 Budget; and

WHEREAS, this Fiscal Year 2023/2024 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 2023/2024 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 2023/2024 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 2023/2024 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 2023/2024 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 2023/2024 Budget

EXHIBIT A
Property Description

WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT

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.

ALTOGETHER containing 758.880 acres, more or less.

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September 7, 2021

VBR

(Revised Bdry & Less School) November 30, 2021

EXHIBIT B
Fiscal Year 2023/2024 Budget

Tab 6

**AGREEMENT BY AND BETWEEN THE WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT AND NNP-SOUTHBEND II, LLC REGARDING THE
DIRECT COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023-2024**

This **Agreement** is made and entered into as of this ____ day of _____ 2023, 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 (hereinafter “**District**”), and

NNP-SOUTHBEND II, LLC, a Delaware limited liability company and the owner of a portion of the property located within the boundaries of the District (hereinafter, the “**Property Owner**”). For purposes of this agreement, Property Owner’s property is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners 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, the 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 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**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Hillsborough County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of Special Assessments.

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. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about November 1, 2023, indicating the exact amount of the O&M Assessments and its previously levied debt service being certified for collection in Fiscal Year 2023/2024. If Property Owner does not pay such invoice in full prior to December 1, 2023, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024, and 25% due no later than May 1, 2024. The District’s decision to collect Special 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.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District’s ability to collect and enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District’s sole discretion, delinquent assessments may be certified for collection on a future Hillsborough County tax bill. In the event that an assessment

payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for fiscal year 2023-2024, as well as any future installments of special assessments securing debt service – 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 applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. 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 legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: NNP-Southbend II, LLC
3162 South Falkenburg Road
Riverview, Florida 33578
Attn: _____

If to the District: Waterset South Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

6. **AMENDMENT.** 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.

7. **AUTHORITY.** 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.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **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 through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** 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.

11. **BENEFICIARIES.** 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.

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

13. **NEGOTIATION AT ARM'S LENGTH.** 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.

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023.

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: _____
Name: _____
Title: _____

EXHIBIT A: Description of the Property

EXHIBIT A
Description of the Property

**WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

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.

ALTOGETHER containing 758.880 acres, more or less.

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WFS

September 7, 2021

VBR

(Revised Bdry & Less School) November 30, 2021

Tab 7

RESOLUTION 2023-21

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 10th DAY OF AUGUST, 2023.

ATTEST:

**WATERSET SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2023 and 2024 Annual Meeting Schedule

Exhibit A

XHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT
FOR REMAINDER OF FISCAL YEAR 2023/2024

October 12, 2023
November 9, 2023
December 14, 2023
January 11, 2024
February 8, 2024
March 14, 2024
April 11, 2024
May 9, 2024
June 13, 2024
July 11, 2024
August 8, 2024
September 12, 2024

All meetings will convene at 9:00 a.m. at the offices of Rizzetta & Company, located at 2700 S. Falkenburg Road Suite 2745, Riverview, FL 33578.

Tab 8

PROJECT MANUAL
FOR
IRRIGATION MAINTENANCE SERVICES
WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Rizzetta & Company, Inc.
3434 Colwell Avenue
Tampa, Florida 33614

July 2023

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test all irrigation system components at least one (1) time per month. Please provide a component list so that a thorough Scope of Services can be compiled.

A. Irrigation Controllers

1. Supply and operate IMMS software
2. Daily review of central control operational logs, communication alerts and alarms
3. Visual inspection of irrigation controller for proper operation
4. Maintain ET sensor systems
5. Program necessary timing changes based on site conditions
6. Test back up programming support devices
7. Include Hunter annual subscription charges
8. Update firmware in decoders and faceplates as needed
9. Record site rain gauge readings

B. Water Sources

1. Visual inspection of water sources and record meter readings
2. Clean ALL strainers and filters
3. **Inspect each pump/well weekly to verify it is operating correctly; Inform District Manager of any problems immediately. Water sources are not to go an entire month without verification they are operating properly.**
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone.
2. **Clean and raise heads as necessary**
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation filters inside of valve boxes
5. Annual zone wire ohm reading @ controllers
6. Replacement of worn-out irrigation heads
7. Programming irrigation controllers for quarterly annual installation

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Major below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as required to ensure entire zone is running properly. Each head, seal, nozzle and strainer is

to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may also be provided by the Contractor listing those items that would improve the irrigation system. After the thirty (30) day period has expired, Contractor shall assume responsibility for any and all maintenance costs, including parts and labor, associated with the irrigation system repairs/replacements of 2 inches or less, to include, but not limited to, malfunctioning sprinkler heads, microjet heads, nozzles, drip and delivery lines. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of and not reporting any necessary repairs.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Hillsborough County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to apply for and receive a variance after prior approval from the District. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability, procedure and cost per application to provide freeze protection for any and all irrigation and water source components susceptible to freezing.

**WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE
QUOTE FROM
(initial term)**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

IRRIGATION MAINTENANCE

Irrigation (All labor and materials) (Initial Term) \$ _____ /Yr.

First Annual Renewal \$ _____ /Yr.

Second Annual Renewal \$ _____ /Yr.

Freeze Protection (description of ability) _____

\$ _____ /hr **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Signatures Next Page

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's Signature Paul S. Huff _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023

**WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE
QUOTE FROM
(first annual renewal)**

NOTE: This pricing form is intended to cover pricing for the first annual renewal if price changes.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

IRRIGATION MAINTENANCE

Irrigation (All labor and materials) (First Annual Renewal) \$ _____ /Yr.

Second Annual Renewal \$ _____ /Yr.

<p>Freeze Protection (description of ability) _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>\$ _____ /hr (do not include in Irrigation Total or Grand Total)</p> <p>After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.)</p> <p>Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

**WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE
QUOTE FROM
(second annual renewal)**

NOTE: This pricing form is intended to cover pricing for the second annual renewal if price changes.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

IRRIGATION MAINTENANCE

Irrigation (All labor and materials) (Second Annual Renewal) \$ _____/Yr.

<p>Freeze Protection (description of ability) _____ _____ _____ _____</p> <p>\$ _____/hr (do not include in Irrigation Total or Grand Total)</p> <p>After hours emergency service hourly rate \$ _____/hr. (i.e. broken mainlines, pump & wells, etc.)</p> <p>Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.</p> <p>_____ _____ _____ _____</p>
--

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

Tab 9



Landscape Maintenance Proposal

Waterset South
Community Development District
Rizzetta & Company, Inc.
Apollo Beach, FL

About Sunrise

Sunrise Landscape was founded in 1978 with a mission to provide an elevated customer experience through our tenets of **Professionalism, Accountability, and Partnership**. We provide a full suite of commercial landscape and irrigation services through our maintenance and installation divisions.

We're Local

At Sunrise, we've been operating in the greater Tampa Bay region for over 44 years, so we're intimately familiar with our local flora and the needs of properties in our area. Unlike other similarly sized firms, our executive team is also based in Tampa, so you can rest assured that decisions are made at a local level with a focus on our local economy.

We're Knowledgeable

We proudly staff certified experts in irrigation, agronomy, horticulture, and arboriculture. The combination of decades of local knowledge and scientific expertise ensure the highest level of care for our customers. Additionally, we've been actively investing in people and technology to provide best-in-class field operations, a modernized fleet of trucks and equipment, and industry leading talent.

We're Capable

Although our roots are in Tampa, our service area extends throughout West Central Florida. Sunrise currently services all varieties of commercial properties including: CDD's, HOA's, hospitals & medical offices, multifamily complexes, retail centers, industrial sites, office parks, corporate campuses, churches, and more. Our customer-centric approach has yielded steady growth to over 450 personnel that service over 400 annual maintenance contracts across West Central Florida. As a result, Sunrise is now the largest commercial landscaping provider headquartered in Tampa Bay, with over \$40M in annual revenue.

At Sunrise, we strive to earn not only your business today, but also your partnership for the long-term.

Plant

Sunrise Landscape owns and operates out of **three locations in the Tampa MSA**. The Harbour Isles CDD contract will be serviced out of Sunrise's main facility at 5521 Baptist Church Rd, Tampa, FL.

This facility is **16AC** with an on-site nursery for product growth. It also contains **11,000 sf** of corporate offices, equipment storage, and equipment service bays.

Machinery & Equipment

Sunrise is proud to own and utilize the best equipment on the landscaping market. Our current equipment fleet consists of:

<u>Quantity</u>	<u>Type</u>
200+	Trucks
200+	Mowers
10	Batwing Mowers
4	Water Trailers
25	Chemical Spray Rigs
1000+	Two-Cycle Equipment (Line Trimmers, Edgers, Blowers)
200+	Trailers

Manpower

Sunrise currently has over **450 full time employees** across its maintenance and installation divisions. We also proudly staff experts in irrigation, horticulture, and arboriculture and utilize these key employees to aid in the programming of bespoke maintenance plans.

Our crews are designated to a specific property to ensure the highest level of detail. Every property serviced by Sunrise has a dedicated account manager who oversees the crews and is the customer's singular point of contact and accountability. The account manager also facilitates collaboration with our irrigation, horticulture, and arboriculture experts to respond and react quickly to changing environmental conditions.

All Sunrise employees are screened through the US Government's E-Verify System. E-verify is an internet-based system that compares information from the I-9 form, Employment Eligibility Verification, US Department of Homeland Security records, and Social Security Administration records to confirm that an employee is authorized to work in the United States.



Leadership



Jay has been the General Manager of Maintenance for Sunrise since 2020 after moving from Austin, TX. Having been in the green industry since 2004, Jay has operated in many different leadership roles within multiple markets across the country. Jay focuses his efforts ensuring the Maintenance Division at Sunrise consistently operates Safely and Efficiently while ensuring that the customer experience is always best in class.

Jay graduated from East Carolina with a BS of Industrial Technology. Prior to entering the green industry, Jay served 8 years in the Army Special Operations Command as a non-commissioned officer earning exemplary honors. During his military service, Jay was deployed to multiple theaters of action in capacities of junior and senior leadership roles.

Jay Grimaldi, General Manager - Maintenance



Craig Smith is the General Manager of the Installation Division of Sunrise, a role he has held since January of 2022. Since joining Sunrise, Craig has focused on developing scalable process and procedures that allow the company to grow in existing and new markets, while maintaining the high level of customer service and installation quality sunrise is known for. Craig provides functional experience and expertise with over 9 years of experience in the landscape industry and over 21 years of experience in the construction industry. Craig graduated with a BS in Construction Management from the University of Florida and holds both a Commercial General Contractors license and an Irrigation Specialty Contractors license.

Craig Smith, General Manager - Install and Irrigation



Austin is the CEO of Sunrise, a role he has held since purchasing the company in 2019. Austin grew up in a third-generation family construction business in South Carolina and has a breadth of management experience across various roles in small business, multinational corporations, and institutional finance. Since acquiring Sunrise, Austin has been focused on investing in the people, systems, and assets of the business to further cement Sunrise as the preferred commercial landscaping provider in Tampa Bay. Under Austin's leadership, Sunrise is focused on building a sustainable company for the long-term.

Austin studied at the University of South Carolina, earning a BS in International Business and graduating Magna Cum Laude. While there, he won the NCAA Division I National Championship as a member of the USC baseball team. Austin received a MBA with Honors from the University of Chicago Booth School of Business with concentrations in entrepreneurship, operations, and economics.

Austin Ashmore, CEO

PROJECT MANUAL
FOR
LANDSCAPE MAINTENANCE SERVICES
WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Rizzetta & Company, Inc.
3434 Colwell Avenue
Tampa, Florida 33614

July 2023

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.). Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the Bahia & St. Augustine grass at a height of three (3) to three and one half (3 1/2) inches and Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 1/4) inches. Rotary Mowers are preferred for heights above one (1) inch. **Reel type mowers are required to be used on all Celebration Bermuda turf.** All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching-type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within thirty-six hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Waterset South Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mismanaged mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval.

Contractor is asked to provide a price per acre for verticutting as well as core aeration when needed. Included in the pricing plan should be timing, fertilization type and amounts as well as irrigation adjustments. These tasks should be performed when turf is not stressed and is actively growing.

1A) POND MOWING - All pond banks identified as such (dark green) on the overall Waterset South Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming to water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Excessive

clippings shall be hand removed. It is preferred mulch type mowers be used around pond banks. Regardless, mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Pond banks identified as such (yellow) on the overall Waterset South Maintenance Exhibit shall be mowed every other week from June 1st through November 1st and once a month from November 1st through June 1st. Condition of turf is to be determined by the DISTRICT, or its assigns, at their sole discretion. Pond banks identified as such (red) on the overall Waterset South Maintenance Exhibit indicate lake banks where homeowners are responsible for mowing down to the water's edge behind their property.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten feet (10') over sidewalks and other pedestrian walkways to fifteen feet (15') over roadways and ROW's. All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles (and other small, flowering trees) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed, but before re-foliation in the spring.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Waterset. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

All landscape lighting shall be kept clear of any landscaping encroaching into its light cone on an as-needed basis. It is of utmost importance that all plant material within clear site and visibility triangles is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's rep, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution shall be proposed and executed.

Palms: All palms, regardless of height, shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed once set. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash, broken limbs, palm boots, leaves and fronds and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL NON-SELECTIVE HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD

OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of any and all turf as well as all ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblines expansion joints where the chemical can travel back into the turf causing regularly spaced, repetitive dead patches behind the curb. All parallel parking spaces along all roadways must also be line trimmed, weeded and all material blown off following the schedules stipulated above.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week. Saturday work is allowed with prior approval.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY for CHAPTER 1-15 "FERTILIZER USE AND LANDSCAPE MANAGEMENT". It is the Contractor's responsibility to become familiar with all rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to CDD representative with submission of bids.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF HILLSBOROUGH COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per BMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line between Tampa & Vero Beach. Waterset is approximately ten (10) miles south of this line.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
March	A second application of a pre-emergent herbicide
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF + PreM
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Summer Blends containing iron, Mn and other micronutrients
September	Summer Blends containing iron, Mn and other micronutrients
October	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + PreM
March	A second application of a pre-emergent herbicide
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) + PreM
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S REponsibility TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUND COVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq ft/year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-0P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity PRIOR TO PURCHASING. This is to allow staff to verify the correct sources of nutrients and they are either water soluble or slow release. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s), quantity to be determined by the Contractor based on the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner until disease or infestation has been brought under control.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Finished Landscape Areas as shown on the Maintenance Exhibit. These areas are indicated by the dark green color.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or Management, Contractor shall top dress all currently landscaped ornamental beds and tree rings with Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all pine bark bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Pine Bark Mulch beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. If there are current piles of mulch surrounding plants, even those plants in large beds, Contractor must rake back this existing mulch. Do not add to it unless there is not a sufficient depth of 3".

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after the entire top-dressing is completed. Partial payments will not be made. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

[END OF SECTION]

BID FORM

**WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE
(Phase A and D1)
(initial term)**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ 110,963.00 /Yr.

- Storm Cleanup \$ 85.00 /hr. (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) Acquire frost cloth for designated landscape materials and annual beds. Staple cloth to the ground for the duration of the freezing weather, planning removal of the cloth within 48 hours of the warnings being lifted. Store materials between events.
- _____
- \$ 3,500.00 /application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
- \$ 60.00 /hr. for employee with hand-held hose
- \$ 150.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ 20,819.00 /Yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 +Pre-M	1.0 Lb. N/1000 SqFt	2400 Lbs	1,592.00
March	PreEmergent	1.8 Oz/1000 SqFt	603 Oz	1,285.00

ST. AUGUSTINE (cont.)				
April	21-00-00	0.5 Lbs/1000 SqFt	1200 Lbs	955.00
May	24-0-11	1.0 Lb N/1000 SqFt	2400 Lbs	1,592.00
July	0-0-6 + FeMN	1.0 Lb N/1000 SqFt	2400 Lbs	1,592.00
September	0-0-6 + FeMN	1.0 Lb N/1000 SqFt	2400 Lbs	1,592.00
October	15-0-15 + PreM	1.0 Lb N/1000 SqFt	2400 Lbs	1,592.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 Lb N/1000 SqFt	1330 Lbs	920.00
March	PreEmergent	1.8 Oz/1000 SqFt	320 Oz	660.00
April	21-00-00	0.5 Lbs/1000 SqFt	665 Lbs	552.00
May	24-0-11	1.0 Lb N/1000 SqFt	1330 Lbs	920.00
October	15-0-15 + PreM	1.0 Lb N/1000 SqFt	1330 Lbs	920.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,009.00
May	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,009.00
October	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,009.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED PER APPLICATION	COST PER APPLICATION
March	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	905.00
June	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	905.00
September	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	905.00
November	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	905.00

Please list any additional fertilization for those plant materials requiring specialized applications. (i.e., Knockout Roses, Crape Myrtles, Loropetalum, Azalea, Ixora, among others)

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

SPECIALTY PLANT MATERIALS (cont.)				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) 3,120.00
 (if entire pesticide allowance is required) * \$ _____ /Yr.

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
 3,240.00
 \$ _____ /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Bismark Palm	3	2	45	1,080.00
Royal Palm	6	2	45	2,160.00

The CDD reserves the right to subcontract out any and all OTC Injection events.
Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (indicated as dark green on the maintenance exhibit).

2,250.00
 \$ _____ /Yr.

**Top Choice application will be performed at the sole discretion of the District's BOS's
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the
Grand Total or Contract Amount.)**

PART 4

**Installation of Pine Bark Mulch (medium) (All labor and materials) \$ 58,100.00 /Yr.
(if both topdressings are performed - do not include in Grand Total)**

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

415 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 70.00 /CY
(app. October)

And
415 CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ 70.00 /CY
(app. April)

Each top-dressing shall leave all beds with a depth of 3" after compaction.

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

GRAND TOTAL (PARTS 1, 2 & 3 - This is what contract will be written for)

INITIAL TERM \$ 134,902.00 /Yr.

FIRST ANNUAL RENEWAL \$ 144,345.14 /Yr.

SECOND ANNUAL RENEWAL \$ 154,449.30 /Yr.

Signatures Next Page

Contractor/Firm Name SR Landscaping, LLC (Sunrise Landscape)

Firm Address 5521 Baptist Church Rd

City/State/Zip Tampa, FL 33610

Phone Number 813-985-9381 Fax Number _____

Name and Title of Representative Jay Grimaldi, General Manager

Representative's Signature 
(Please Print)

Date 7/24/2023

ST. AUGUSTINE (cont.)				
April	21-00-00	0.5 Lbs/1000 SqFt	1200 Lbs	1,021.85
May	24-0-11	1.0 Lb N/1000 SqFt	2400 Lbs	1,703.44
July	0-0-6 + FeMN	1.0 Lb N/1000 SqFt	2400 Lbs	1,703.44
September	0-0-6 + FeMN	1.0 Lb N/1000 SqFt	2400 Lbs	1,703.44
October	15-0-15 + PreM	1.0 Lb N/1000 SqFt	2400 Lbs	1,703.44

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 Lb N/1000 SqFt	1330 Lbs	984.40
March	PreEmergent	1.8 Oz/1000 SqFt	320 Oz	706.20
April	21-00-00	0.5 Lbs/1000 SqFt	665 Lbs	590.64
May	24-0-11	1.0 Lb N/1000 SqFt	1330 Lbs	984.40
October	15-0-15 + PreM	1.0 Lb N/1000 SqFt	1330 Lbs	984.40

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,079.63
May	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,079.63
October	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,079.63

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED PER APPLICATION	COST PER APPLICATION
March	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	968.35
June	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	968.35
September	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	968.35
November	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	968.35

Please list any additional fertilization for those plant materials requiring specialized applications. (i.e., Knockout Roses, Crape Myrtles, Loropetalum, Azalea, Ixora, among others)

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

SPECIALTY PLANT MATERIALS (cont.)				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) 3,338.40
 (if entire pesticide allowance is required) * \$ _____ /Yr.

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
 3,456.00
 \$ _____ /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Bismarck Palm	3	2	48	1,152.00
Royal Palm	6	2	48	2,304.00

The CDD reserves the right to subcontract out any and all OTC Injection events.
Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (indicated as dark green on the maintenance exhibit).

2,407.50
 \$ _____ /Yr.

**Top Choice application will be performed at the sole discretion of the District's BOS's
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the
Grand Total or Contract Amount.)**

PART 4

**Installation of Pine Bark Mulch (medium) (All labor and materials) \$ 60,590.00 /Yr.
(if both topdressings are performed - do not include in Grand Total)**

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

415 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 73.00 /CY
(app. October)

And
415 CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ 73.00 /CY
(app. April)

Each top-dressing shall leave all beds with a depth of 3" after compaction.

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

GRAND TOTAL (PARTS 1, 2 & 3 - This is what contract will be written for)

FIRST ANNUAL RENEWAL \$ 144,345.14 /Yr.

SECOND ANNUAL RENEWAL \$ 154,449.30 /Yr.

Signatures Next Page

Contractor/Firm Name SR Landscaping, LLC (Sunrise Landscape)

Firm Address 5521 Baptist Church Rd

City/State/Zip Tampa, FL 33610

Phone Number 813-985-9381 Fax Number _____

Name and Title of Representative Jay Grimaldi, General Manager

Representative's Signature 
(Please Print)

Date 7/24/2023

BID FORM

**WATERSET SOUTH
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE
(Phase A and D1)
(second annual renewal)**

NOTE: This pricing form is intended to cover pricing for the second annual renewal of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ 127,041.54 /Yr.

- Storm Cleanup \$ 95.00 /hr. (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) Acquire frost cloth for designated landscape materials and annual beds. Staple cloth to the ground for the duration of the freezing weather, planning removal of the cloth within 48 hours of the warnings being lifted. Store materials between events.

\$ 4,012.50 /application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)

\$ 70.00 /hr. for employee with hand-held hose

\$ 160.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ 23,835.67 /Yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 Lb N/1000 SqFt	2400 Lbs	1,822.68
March	PreEmergent	1.8 Oz/1000 SqFt	603 oz	1,471.20

ST. AUGUSTINE (cont.)				
April	21-00-00	0.5 Lbs/1000 SqFt	1200 Lbs	1,093.38
May	24-0-11	1.0 Lb N/1000 SqFt	2400 Lbs	1,822.68
July	0-0-6 + FeMN	1.0 Lb N/1000 SqFt	2400 Lbs	1,822.68
September	0-0-6 + FeMN	1.0 Lb N/1000 SqFt	2400 Lbs	1,822.68
October	15-0-15 + PreM	1.0 Lb N/1000 SqFt	2400 Lbs	1,822.68

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 Lb N/1000 SqFt	1330 Lbs	1,053.31
March	PreEmergent	1.8 Oz/1000 SqFt	320 Oz	755.63
April	21-00-00	0.5 Lbs/1000 SqFt	665 Lbs	631.98
May	24-0-11	1.0 Lb N/1000 SqFt	1330 Lbs	1,053.31
October	15-0-15 + PreM	1.0 Lb N/1000 SqFt	1330 Lbs	1,053.31

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,155.20
May	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,155.20
October	8-10-10	4.0 Lbs/100 SqFt	1050 Lbs	1,155.20

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED PER APPLICATION	COST PER APPLICATION
March	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	1,036.13
June	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	1,036.13
September	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	1,036.13
November	8-2-12+FeMnMg	1.5 Lbs/100 SqFt	750 Lbs	1,036.13

Please list any additional fertilization for those plant materials requiring specialized applications. (i.e., Knockout Roses, Crape Myrtles, Loropetalum, Azalea, Ixora, among others)

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

SPECIALTY PLANT MATERIALS (cont.)				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) 3,572.09
 (if entire pesticide allowance is required) * \$ _____ /Yr.

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
 3,600.00
 \$ _____ /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Bismarck Palm	3	2	50	1,200.00
Royal Palm	6	2	50	2,400.00

The CDD reserves the right to subcontract out any and all OTC Injection events.
Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (indicated as dark green on the maintenance exhibit).

2,577.00
 \$ _____ /Yr.

**Top Choice application will be performed at the sole discretion of the District's BOS's
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the
Grand Total or Contract Amount.)**

PART 4

**Installation of Pine Bark Mulch (medium) (All labor and materials) \$ 62,250.00 /Yr.
(if both topdressings are performed - do not include in Grand Total)**

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

415 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 75.00 /CY
(app. October)

And

415 CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ 75.00 /CY
(app. April)

Each top-dressing shall leave all beds with a depth of 3" after compaction.

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

GRAND TOTAL (PARTS 1, 2 & 3 - This is what contract will be written for)

SECOND ANNUAL RENEWAL \$ 154,449.30 /Yr.

Signatures Next Page

Contractor/Firm Name SR Landscaping, LLC (Sunrise Landscape)

Firm Address 5521 Baptist Church Rd

City/State/Zip Tampa, FL 33610

Phone Number 813-985-9381 Fax Number _____

Name and Title of Representative Jay Grimaldi, General Manager

(Please Print)

Representative's Signature 

Date 7/24/2023

Company and Banking information

Company Legal Name:

SR Landscaping, LLC

EIN:

84-2788107

Banking and Credit

References:

- CIBC Bank USA
- Steven Gareau
- steven.gareau@cibc.com
- 216-456-2986

Thank you



We look forward
to continuing our
Partnership!

Jay Grimaldi

General Manager

jgrimaldi@sunriselandscape.com | 813-618-4080